



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-19-0091	Solicitation Issued:	April 17, 2019
Description:	Behavioral Risk Surveillance System (BRFSS) Survey Services		
Agency:	Arkansas Department of Health		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	May 17, 2019	Bid Opening Time:	2:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation for Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Brandi Schroeder	Buyer's Direct Phone Number:	501-682-4169
Email Address:	Brandi.Schroeder@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The Office of State Procurement (OSP) issues this Invitation for Bid (IFB) on behalf of Arkansas Department of Health (ADH) to obtain proposals and a contract for Behavioral Risk Factor Surveillance System (BRFSS) survey services.

The BRFSS survey is administered by Arkansas Department of Health, Health Statistics Branch (ADH/HSB). It is federally funded by the Centers for Disease Control and Prevention (CDC), so the information will be shared with both ADH/HSB and CDC. Services will include providing ADH/HSB and CDC with machine-readable data sets containing data from landline and cellular phone surveys using guidelines and policies provided by ADH/HSB and CDC. (See *Attachment A: 2018 ARBRFSS Questionnaire* as an example.)

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is November 1, 2019, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 BID OPENING LOCATION

Bids will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation for Bid," "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Prospective Contractor" means a person who submits a bid in response to this solicitation.

- G. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. The following table contains a list of acronyms that have been referenced in this *Bid Solicitation*.

List of Acronyms	
ADH/HSB	Arkansas Department of Health, Health Statistics Branch
CDC	Centers for Disease Control and Prevention
BRFSS	Behavioral Risk Factor Surveillance System
CATI	Computer Assisted Telephone Interviewing
Ci3-CATI	CDC Preferred CATI Software System
AAPOR	American Association of Public Opinion Research
ASCII	American Standard Code for Information Interchange
PHSB	Population Health Surveillance Branch (CDC)

1.7 **RESPONSE DOCUMENTS**

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted in the original *Bid Response Packet*.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Bid Signature Page* included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
 - iii. Bid response **must** be in the English language.
 - b. One (1) original hard copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet* as a hard copy and as an electronic copy, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Bid Price Sheet*.
 - b. EO 98-04 *Contract and Grant Disclosure Form*. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before April 24, 2019, to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.

2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on May 1, 2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the *Official Bid Price Sheet(s)* only.
- B. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- C. The Contractor **shall** figure all expenses for all services required by this IFB into the provided pricing cells as appropriate to include that expense in the proposed pricing, including, but not limited to:
 1. Programming survey(s).
 2. Developing interviewer script(s).
 3. Conducting pretests of the software and survey(s).
 4. Training interviewers and conducting practice interviews.
 5. Performing interviews and monitoring interviewers.
 6. Collecting and transmitting interviewing data.
- D. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation* and contains the following tables for the purposes described below:
 1. Table 1: *Landline Costs* includes costs completed landline interviews, including costs for optional module and State-added questions.
 - a. Prospective Contractor(s) **shall** enter the cost per landline interview in the Cost per Interview cell. The amount entered will automatically multiply and be totaled in the Estimated Annual Cost cell of Table 1.
 - b. Prospective Contractor(s) **shall** enter the cost per optional module question and State-added question in the Cost per Question cell. The amount entered will automatically multiply and be totaled in the Estimated Annual Cost cell of Table 1.
 - c. Table 1 will be used in determining low cost.
 2. Table 2: *Cellular Costs* includes costs for completed cellular phone interviews, including costs for optional module and State-added questions.
 - a. Prospective Contractor(s) **shall** enter the cost per cellular interview in the Cost per Interview cell. The amount entered will automatically multiply and be totaled in the Estimated Annual Cost cell of Table 2.
 - b. Prospective Contractor(s) **shall** enter the cost per optional module question and State-added question in the Cost per Question cell. The amount entered will automatically multiply and be totaled in the Estimated Annual Cost cell of Table 2.

c. Table 2 will be used in determining low cost.

E. Prospective Contractor **shall** fill in all blue-shaded cells on the *Official Bid Price Sheet*.

1. Do not alter, write, or mark on the *Official Bid Price Sheet* except to enter the pricing in the designated pricing cells.

F. The amounts entered on Tables 1 and 2 will be totaled into the Grand Total Estimated Annual Cost cell of the *Official Bid Price Sheet*.

G. Low Cost Determination will be made using the Grand Total Estimated Annual Cost cell on the *Official Bid Price Sheet*.

H. To allow time to review bids, prices **must** be valid for ninety (90) days following the bid opening.

I. DO NOT submit any ancillary information not related to actual pricing on or with the *Official Bid Price Sheet*.

1.10 PRIME CONTRACTOR RESPONSIBILITY

A. A single Prospective Contractor **must** be identified as the prime Contractor.

B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.11 INDEPENDENT PRICE DETERMINATION

A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:

- The prices in the bid have been arrived at independently, without collusion.
- No prior information concerning these prices has been received from, or given to, a competitive company.

B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.12 PROPRIETARY INFORMATION

A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.

D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.

E. Under no circumstances will pricing information be designated as confidential.

F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.

G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.

H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

- I. The redacted copy will be open to public inspection under FOIA without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under FOIA.
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.13 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the *Official Bid Price Sheet*.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple bids.

1.14 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the *Bid Solicitation*.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.15 AWARD PROCESS

- A. Successful Contractor Selection
 - 1. Award will be made to the lowest-bidding, responsible Prospective Contractor on all or none basis, based on the lowest Grand Total Estimated Annual Cost on the *Official Bid Price Sheet*.
- B. Negotiations
 - 1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
 - 2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.
- C. Anticipation to Award
 - 1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
 - 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
 - 3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.

4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.16 MINORITY AND WOMEN-OWNED BUSINESS POLICY

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

1.17 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.18 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.19 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.20 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible." Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.21 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.22 PUBLICITY

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.23 RESERVATION

The State will not pay costs incurred in the preparation of a bid.

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas Department of Health (ADH) to obtain pricing and a contract for Behavioral Risk Factor Surveillance System (BRFSS) survey services; the BRFSS survey is administered by Arkansas Department of Health, Health Statistics Branch (ADH/HSB).

The BRFSS survey is federally funded by the Centers for Disease Control and Prevention (CDC), so the information will be shared with both ADH/HSB and CDC. Services will include providing ADH/HSB and CDC with machine-readable data sets containing data from landline and cellular phone surveys using guidelines and policies provided by ADH/HSB and CDC.

2.2 BACKGROUND

BRFSS is a State-based telephone surveillance system designed to collect data from a representative sample of non-institutionalized adults (18 years of age and older) about preventive health practices, health-related conditions, and about individual risk behaviors that are related to the leading causes of death and disability in the United States. Because it is part of a national surveillance system, the BRFSS survey allows for state-to-state comparisons. Since 1993, Arkansas has been one of more than fifty (50) states and territories conducting the BRFSS survey with financial and technical assistance from CDC. The BRFSS survey is a major tool used by ADH/HSB to monitor the lifestyles and behaviors of Arkansas residents.

Currently, Arkansas completes 2,600 landline and 2,600 cellular phone surveys a year. However, the requirement for total number of annually completed surveys, as well as the distribution of landline and cellular phone surveys, is subject to change. For 2018, the average number of landline completed surveys per hour was 0.74 (at 26.9 minutes per interview). The average number of cellular phone completed surveys per hour was 0.61 (at 28.1 minutes per interview). Historically, the Arkansas cellular phone interview length was one (1) to two (2) minutes longer than landline interviews due to collecting the respondent mailing address information for the \$10 respondent incentive (which is no longer being offered). These services will be performed remotely, so travel by the Contractor will not be required.

The BRFSS questionnaire is comprised of annual standard core, biannual rotating core, optional module, and State-added questions. Information about BRFSS and CDC specifications for BRFSS are available online at:

https://www.cdc.gov/brfss/data_documentation/index.htm (Survey Data and Documentation—BRFSS Data Users Guide) and https://www.cdc.gov/brfss/annual_data/annual_2016.html (2016 BRFSS Survey Data and Documentation—BRFSS Overview, Codebook, Summary Data Quality Report, Comparability of Data, Weighting Formula, etc.).

2.3 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. Prior to award, the Prospective Contractor **shall** be authorized to do business in the State of Arkansas.
- B. The Prospective Contractor **shall** have three (3) or more years of experience conducting BRFSS surveys or other landline and cellular telephone or web-based health surveys containing sensitive subjects.
- C. The Prospective Contractor **shall** have three (3) or more years of experience using Ci3-CATI or comparable CATI software for data collection.
- D. The Prospective Contractor **shall** have three (3) or more years of experience conducting surveys among a variety of target groups using different data collection modalities and preparing survey results in an ASCII file format.
- E. The Prospective Contractor **shall** have three (3) or more years of experience conducting state, county, or community level surveys.
- F. The Prospective Contractor **shall** have three (3) or more years of experience conducting surveys using random-digit-dialing sample technique.
- G. The Prospective Contractor **shall** have three (3) or more years of experience conducting bilingual interviewing.
- H. The State reserves the right to make whatever investigation is necessary to determine that the apparent successful Contractor is compliant with the qualifications and specifications in this IFB.

2.4 GENERAL REQUIREMENTS

- A. The Contractor **shall not** outsource to any entities that are located outside the Continental United States for any services which include, but are not limited to, customer service, and/or data storage.
- B. The Contractor **shall** carry out landline and cellular phone interviews with Arkansas household residents aged eighteen (18) and older for the initial 12-month period from January 1, 2020 through December 31, 2020.
- C. The Contractor **shall** complete the minimum number (approximately 2,600 landline and 2,600 cellular phone) of State-level surveys during the 12-month period as required by CDC (approximately 216 landline and 216 cellular phone surveys per month).
 - 1. Completed interviews are interviews eligible for a disposition code of "1100" as defined in the *2018 BRFSS Data Collection Guide* (Attachment B), indicating that the selected respondent has completed the interview through the last question.
- D. The Contractor **shall** conduct surveys containing sensitive material, such as sexual behavior and domestic violence.
- E. The Contractor **shall** offer interviews in both English and Spanish using the questionnaire provided by ADH/HSB and CDC for each calendar year.
 - 1. CDC will supply the Spanish translation for annual standard core, biannual rotating core, and optional module questions.
 - 2. The Contractor **shall** translate the State-added questions as specified by ADH/HSB.
- F. The Contractor **shall** provide the necessary hardware and staff to handle the volume of surveys and records required by this IFB.
- G. The Contractor **shall** provide a toll-free number for contacted households to call to verify legitimacy of the survey, discuss concerns, or report inappropriate behavior.
- H. The Contractor **shall** be available for contact by ADH/HSB by phone, email, and/or fax Monday through Friday, between 8:00 A.M. and 4:30 P.M. Central Time.
- I. The Contractor **shall** carry out this project under the direction of ADH/HSB and under CDC guidelines.
- J. The Contractor **shall** abide by all CDC established cellular phone protocols and documentation.
- K. The Contractor **shall** assign final disposition codes according to CDC's cellular telephone rules.
- L. The Contractor **shall** maintain the minimum forty percent (40%) response rate for landline interviews, as required by CDC and as calculated by AAPOR method (the median survey response rate for all states in 2016 was 47.0%, with a range from 30.7% to 65.0%).
 - 1. The Contractor should attempt to maintain or increase the 2016 BRFSS AAPOR combined response rate of 48.0%-48.3% for landline surveys and 46.4% for cellular phone surveys.
- M. The Contractor **shall** provide specified procedural information to ADH/HSB for the annual self-certification required by CDC.
- N. The Contractor **shall** provide specified data and data collection information to ADH/HSB via email for each upcoming survey year, as required by CDC.
- O. Prior to any contract award, the Contractor **shall** sign a Business Associate Agreement. (See *Attachment C: Business Associate Agreement*.)
 - 1. The Contractor **shall** comply with all requirements of the Business Associate Agreement.
- P. The Contractor **shall** adjust services to meet new protocols in the event of changes in methodology or service requirements as mandated by Federal and/or State laws.

2.5 SOFTWARE REQUIREMENTS

- A. The Contractor **shall** use Ci3-CATI software or comparable CATI software for data collection.

1. If comparable software is utilized, the Contractor **shall** provide a codebook for the BRFSS questionnaire to the Branch Chief for the Population Health Surveillance Branch in the Division of Population Health at CDC and to the BRFSS Coordinator at ADH/HSB.
- B. The Contractor's CATI software **must** do the following:
 1. Follow skip patterns based on the category of answers to one (1) or more prior questions.
 2. Make random selections based on prior questions (for example, randomly select one adult in the household to interview, or select one child at random based on the number of children in the household).
 3. Provide consistency edits and response-code range checking.
 4. Establish call back schedules when needed and provide disposition codes.
 5. Permit data entry during the conducting of an interview.
- C. The Contractor's CATI software **must not** add, delete, or modify questions.

2.6 SECURE DATA PORTAL

- A. The Contractor **shall** maintain a Secure Data Portal for the collection, updating, reporting, and transferring of any and all specified information gathered from all assigned surveys.
- B. The Secure Data Portal **must** be accessible to the BRFSS Coordinator and other ADH/HSB users specified by ADH/HSB.
 1. AHD/HSB will provide the Contractor with a list of approved users at the kick-off meeting.
 2. The Contractor **shall** provide passwords for Secure Data Portal login to approved users at least five (5) business days prior to the start of the interviewing year.
 3. The Contractor **shall** create passwords which **must** require reset by the user during initial login.
 4. Passwords **must** be self-service and **must** require an automated reset every ninety (90) calendar days.
 5. The Contractor **shall** comply with all requirements of the State password standards available at https://www.dis.arkansas.gov/Websites/dis/images/SS-70-002_password_standard.pdf.

2.7 KEY PERSONNEL

- A. The Contractor **shall** provide and assign a Project Manager and an Operations Manager to ADH/HSB and the BRFSS.
 1. These two (2) positions may be filled by two (2) individual staff members, or one (1) individual may fill both positions.
- B. The Project Manager **shall** have at least three (3) years of experience conducting BRFSS surveys or other landline and cellular telephone or web-based health surveys containing sensitive subjects and **shall** have at least three (3) years of CATI programming experience.
- C. The Project Manager **shall** be the primary point of contact for ADH/HSB and **shall**:
 1. Oversee all matters arising and resulting from the administration and management of the BRFSS.
 2. Administer and manage the BRFSS as necessary to fulfill the requirements of this solicitation.
 3. Create reports and files using information collected from the administration of the BRFSS specified in this solicitation.
 4. Provide reports and other information as needed, such as call histories, download files, etc.
- D. The Operations Manager **shall** be responsible for the hiring, training, and supervision of BRFSS interviewers.
- E. The Operations Manager **shall** have at least three (3) years of experience supervising BRFSS staff and programming CATI software and **shall** be knowledgeable BRFSS survey content, protocols, and BRFSS dispositions.

- F. If for any reason, ADH/HSB requests to replace the Project Manager or the Operations Manager, the Contractor **shall** replace one or both individuals with a Manager of equal or greater qualifications.
- G. Every interviewer assigned to the BRFSS account **shall** have at least three (3) years of experience conducting telephone interviews, surveys, and using CATI software.

2.8 **INITIAL YEAR IMPLEMENTATION**

- A. The Project Manager and Operations Manager **shall** attend a kick-off meeting via video or teleconference at a date and time specified by ADH/HSB to conduct introductions, discuss implementation timeline, and begin establishing survey questions for the interview period.
- B. Within seven (7) days of the kick-off meeting, the Contractor **shall** submit a plan to ADH/HSB via email to address response rates as measured by the AAPOR formula in the BRFSS 2016 Summary Data Quality Report. (See *Attachment D: 2016 BRFSS Summary Data Quality Report* for informational purposes.)
- C. The Contractor **shall** program each survey, including all questions and response categories, into the CATI software within (30) days following the kick-off meeting.
- D. The Contractor **shall** submit a copy of the final English and Spanish questionnaires and interviewer scripts to ADH/HSB via email within forty-five (45) days following the kick-off meeting.

2.9 **ANNUAL RENEWAL**

- A. The Contractor **shall** begin collaboration with ADH/HSB at least sixty (60) days prior to each potential contract renewal date to establish survey questions for the renewal period.
- B. Upon request from ADH/HSB, the Contractor **shall** submit a new plan to address response rates as measured by the AAPOR formula in the BRFSS 2016 Summary Data Quality Report each year.
- C. The Contractor **shall** program all questions and response categories into the CATI on or before December 1 each year.
 - 1. The Contractor **shall** accommodate changes to each year's survey.
 - 2. CDC will provide programming of the annual standard core, biannual rotating core, and optional module questions.
- D. The Contractor **shall** submit a copy of the final English and Spanish questionnaires and interviewer scripts to ADH/HSB via email by December 15 each year.

2.10 **QUESTIONNAIRE PROGRAMMING**

- A. The Contractor **shall** program all survey questions and response categories into the CATI software.
 - 1. CDC will provide programming of the annual standard core, biannual rotating core, and optional module questions.
- B. The Contractor **shall** program all State-added questions, including response categories and skip patterns, as instructed by ADH/HSB.
 - 1. The questionnaire **must** include programming commands (e.g., skip patterns).
- C. The Contractor **shall** order and word the questions on the questionnaire at the direction of ADH/HSB.
 - 1. The Contractor **shall** place questions within the questionnaire to maximize both response rates and validity of data collected.
- D. The Contractor **shall** develop English and Spanish interviewer scripts, as well as protocols to deal with respondent's questions, concerns, and initial refusals.
- E. Final English and Spanish questionnaires and interviewer scripts **must** be submitted to ADH/HSB within the timeframes specified in this IFB.
 - a. Should any delays occur in CDC's release of final changes to the questionnaire, the Contractor **shall** provide the English and Spanish questionnaires and interview scripts within the timeframe specified by ADH/HSB.

- b. Should ADH/HSB's review find any revisions that need to be made within the questionnaires and/or the interviewer scripts, ADH/HSB will notify the Contractor via email of the revisions.
 - c. The Contractor **shall** make specified corrections and modifications to the questionnaires and/or the interviewer scripts and resubmit the revised document(s) within two (2) business days of the notification.
- F. Final English and Spanish questionnaires and interviewer scripts **must** be submitted in Word or PDF format as an exact replica of the programmed questionnaires as they appear in the CATI system.
- G. The Contractor **shall** conduct pretests of the CATI software for each telephone survey within five (5) days of receiving final approval of the questionnaires and interviewer scripts from ADH/HSB each year.
- 1. During pretests, the Contractor **shall** inspect and edit the questionnaire and **shall** check for such things as appropriate skip patterns and correct question content.
 - 2. The Contractor **shall** cognitively test State-added questions as instructed by ADH/HSB.
 - 3. Contractor **shall** provide to ADH/HSB pre-test results at least two (2) weeks prior to beginning interviewing in January.
- H. The Contractor **shall** implement questionnaire changes to respond to emergency or emerging issues within one (1) week of notification from ADH/HSB.
- I. The Contractor **shall** begin conducting interviews and data collection by January 5 of each year unless otherwise specified or approved by ADH/HSB.

2.11 SAMPLE/SAMPLING DESIGN

- A. The Contractor **shall** draw samples, implement sample design, and manage samples from CDC as directed by ADH/HSB.
- B. The Contractor **shall** use the sampling design supported by CDC.
- 1. The current preferred sampling methodology supported by CDC is disproportionate stratified random sampling with the sampling frame consisting of all telephone numbers in one-plus blocks. (See *Attachment B: 2018 BRFSS Data Collection Guide* as an example.)
- C. The Contractor may propose an alternative sampling plan, but it **must** be a random selection procedure that is a probability sample from a sampling frame consisting of all possible Arkansas households with telephones in one-plus blocks.
- 1. Should the Contractor wish to propose an alternative sampling plan, the Contractor **shall** submit the alternative plan to ADH/HSB for review at least two (2) months prior to the upcoming survey year.
 - 2. The Contractor **shall** describe the alternative plan and **shall** justify any proposed variations from CDC specifications in writing.
 - 3. Any alternative sampling plan **shall not** be utilized unless approved by ADH/HSB and CDC prior to implementation.
- D. In collaboration with ADH/HSB and CDC, the Contractor **shall** actively manage monthly samples in order to provide relatively even numbers of interviews across the year and throughout the month.

2.12 INTERVIEWING METHODS

- A. The Contractor **shall** follow CDC guidelines for the interviewing process for landline and cellular phone interviews.
- B. The Contractor **shall** conduct interviews among randomly selected adults aged eighteen (18) and older using the questionnaire supplied by ADH/HSB and CDC.
- C. The Contractor **shall** use methodology specified by CDC in the current year's BRFSS Data Collection Guide, including, but not limited to, conducting interviews each month in accordance with the scheduling guidelines and protocol provided by CDC, randomly selecting an adult respondent in each household, and providing the

monthly raw data to ADH/HSB and CDC in the formats and time frames specified in the Guide and by ADH/HSB.

- D. For each month's sampling, phone calling **must not** begin before the first of the month.
- E. The Contractor **shall** contact selected sample numbers for interviewing until all active sample numbers have reached final disposition.
 - 1. All phone numbers **must** receive a final disposition before the end of the month.
- F. The Contractor **shall** ask only those questions provided by ADH/HSB on the BRFSS questionnaire.
- G. The Contractor **shall** call at a variety of times of the day and week to ensure a cross-sectional, population-based survey.
- H. Calls **must** be made during the following daytime, evening, and weekend Central Time hours:
 - 1. Weekdays 1:00 p.m.-5:00 p.m.
 - 2. Weeknights 5:00 p.m.-8:00 pm.
 - 3. Saturdays 10:00 a.m.-8:00 p.m.
 - 4. Sundays 1:00 p.m.-5:00 p.m. and 5:00 p.m.-8:00 p.m.
- I. Approximately eighty percent (80%) of calls **must** be made during weeknights and weekends, with the remaining twenty (20%) conducted during weekdays.
 - 1. Business establishments, residents of institutions and group quarters, and vacation homes occupied less than thirty (30) days per year are not eligible for interview.
- J. The Contractor **shall** make a minimum of eight (8) attempts to contact a household during the monthly interviewing period (unless formal appointments are made with potential respondents).
- K. When the selected respondent in the household is not available for interview at the time of initial telephone contact, the interviewer **shall** call back a minimum of three (3) times during the monthly interviewing period to attempt to interview the selected respondent.
- L. Eligible persons who initially refuse to be interviewed **must** be contacted at least one (1) additional time during the monthly interviewing period and given the opportunity to be interviewed, except for special circumstances as outlined in the BRFSS User's Guide and determined by ADH/HSB.
- M. Each calling occasion **must** be made at 10-minute intervals or more when there is no pick-up.
 - 1. An immediate call back is recommended when there is a disconnection either at pick-up or during the interview.
- N. The Contractor **shall** maintain a "never call" list for people who clearly state they never want to be called for BRFSS or who threaten some type of action if called again.
 - 1. The Contractor **shall not** attempt to contact a respondent on the "never call" list.

2.13 TRAINING AND MONITORING

- A. The Contractor **shall** facilitate interviewer training for every interviewer assigned to the BRFSS prior to each annual interview period.
 - 1. At a minimum, interviewer training **must** include:
 - a. An overview of and introduction to the BRFSS process.
 - b. CDC guidelines pertaining to the BRFSS.
 - c. BRFSS data collection, sampling, and survey protocols.

- d. An overview of the BRFSS questionnaire.
 - e. CATI software training and/or review and practice interviews.
 - f. Best practices for dealing with respondents' questions, concerns, and initial refusals.
- B. The Contractor **shall** perform random systematic and unobtrusive monitoring of ten percent (10%) of all interviews and interviewers each month.
- 1. Monitoring **must** be conducted using unobtrusive means, preferably via electronic two-way audio monitoring of the interaction between the interviewer and respondent, and video monitoring of the responses keyed into the CATI software by the interviewer.
 - 2. If two-way electronic audio and video monitoring is not used, verification callbacks of five percent (5%) of randomly selected, completed interviews **must** be performed according to CDC specifications.
 - 3. The Contractor **shall** provide remote or offsite audio and video monitoring by telephone or computer so that ADH/HSB can monitor from its offices in Little Rock.
- C. The Contractor **shall** abide by all current and future CDC formal BRFSS policy memos, protocols, and training manuals.
- D. The Contractor **shall** attend the national BRFSS conference each year at the Contractor's own expense.
- E. The Contractor **shall** host site visits for ADH/HSB and CDC, if requested, to allow for monitoring interviews in progress, participating in annual or monthly training, and/or discussing reports or other BRFSS related topics.
- 1. Host site visits generally last two (2) full business days.

2.14 **DATA MANAGEMENT**

- A. The Contractor **shall** code all specified data in ASCII format and **shall** submit it to the Secure Data Portal.
- 1. The data files **must** contain specified information about all phone numbers in the sample.
- B. The Contractor **shall** use software provided by CDC to perform error checking and validation of entries of each month's data file according to CDC specifications.
- C. The Contractor **shall** edit and correct the resulting data file, including performance of data consistency checks, and **shall** submit a standard, reliable dataset to the Secure Data Portal for each month's interviewing period within fifteen (15) days of completing the interview period, according to CDC specifications.
- D. If an error is discovered in the sampling or interviewing operations, the Contractor **shall** immediately notify ADH/HSB by email and telephone of this error, **shall** correct the error, and **shall** provide documentation to ADH/HSB of both the occurrence and the correction.
- E. If ADH/HSB finds problems in reviewing the data sets, ADH/HSB will notify the Contractor via email and/or telephone. The Contractor **shall** correct these problems to ADH/HSB's satisfaction and **shall** submit the corrections via email within two (2) weeks of initial notification from ADH.
- 1. ADH/HSB may then require the Contractor to implement additional data consistency checks, and the Contractor **shall** execute the specified checks.
- F. The Contractor **shall** retain a copy of all deliverables in machine-readable format for a period of two (2) years after the end of the resulting contract.
- G. The Contractor **shall** submit archived deliverables to the Secure Data Portal in a time frame and format determined by ADH/HSB.
- H. Any and all data **must** reside and remain within the Continental United States.

2.15 SECURITY AND COMPLIANCE

- A. The Contractor **shall** comply with all requirements of the Arkansas Personal Information Protection Act and all other State and Federal laws, regulations, rules, and policies regarding the security and privacy of Protected Health Information.
- B. The Contractor **shall** comply with all requirements of the Health Insurance Portability and Accountability Act (HIPPA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.
- C. The Contractor **shall** develop and maintain procedures to ensure confidentiality of respondent data.
 - 1. All data **must** be kept in a secured environment and **must** be accessible to authorized users only.
 - a. The final determination of security levels and authorized users will be agreed upon by both parties during the initial kick off meeting, with ADH/HSB having final approval prior to implementation.
 - 2. The Contractor **shall** maintain two separate databases of respondent information linked by generated identification numbers, including one database for respondent contact information and one database for survey data.
 - 3. The Contractor **shall not** use or release any respondent data, wholly or partially, to any individual or party who is not required to use the data as part of their job duties, or in any manner, except for the purpose outlined in this solicitation.
 - 4. The Contractor **shall not** release any respondent data that identifies persons or establishments (e.g., patients, hospitals, physicians and other healthcare providers), either directly or indirectly.
 - 5. All respondent data, along with any additional documents, electronic reports, records, or other media produced as a result of this solicitation, **must** remain the sole property of DHS/HSB and **must not** be used for any other purposes than described in this solicitation.
 - 6. The Contractor **shall** be subject to legal penalties as set forth by Arkansas Code Annotated §20-7-301 et seq., as amended, upon failure to comply with the required confidentiality procedures.
- D. All security, privacy and confidentiality procedures **must** remain in effect for the duration of the resulting contract and as long as the Contractor maintains respondent data.

2.16 REPORTING

- A. Call History Report
 - 1. The Contractor **shall** provide a monthly Call History Report for each month's sample as outlined in the BRFSS protocol/technical documentation.
 - 2. All Call History Reports **must** be submitted to the Secure Data Portal by the 15th of the following month or other mutually agreed upon schedule, with ADH/HSB having final determination.
- B. Quality Control Report
 - 1. In a format approved by ADH/HSB, the Contractor **shall** provide a monthly Quality Control Report which includes selected statistical indicators of data quality summaries.
 - 2. The Quality Control Report **must** include:
 - a. Call dispositions by numbers of eligible respondents
 - b. Number of completed interviews
 - c. Response rates
 - d. Other call data as requested by ADH/HSB
 - 3. All Quality Control Reports **must** be submitted to the Secure Data Portal by the 15th of the following month or other mutually agreed upon schedule with ADH/HSB having final determination.
- C. Technical Summary Reports

1. In a format approved by ADH/HSB, the Contractor **shall** provide a monthly Technical Summary Report which, at a minimum, includes the following:
 - a. CDC disposition codes (as listed in CDC protocol)
 - b. AAPOR response and cooperation rates
 - c. Completed surveys by geographic strata, sex, age, race, and language of interview
 - d. Any changes in survey programming, methodology, questionnaire content, adjustments in skip patterns, or data collection protocols
2. All Technical Summary Reports **must** be submitted to the Secure Data Portal by the 15th of the following month or other mutually agreed upon schedule, with ADH/HSB having final determination.
3. The Contractor **shall** provide files to the Population Health Surveillance Branch (PHSB) in the Division of Population Health at CDC by means of its upload/download site <https://nccd.cdc.gov/BRFSSStates/Login> and **shall** receive information, programs, and data files from PHSB's upload/download site.
4. According to CDC specifications, the Contractor **shall** submit separate electronic data sets for landline surveys and cellular surveys to the Secure Data Portal and **shall** include the following:
 - a. The number of completed landline and cellular phone surveys for each month
 - b. Responses in ASCII format
 - c. PC edit summary files
 - d. Text file for open-ended questions
 - Responses to open-ended questions **must** include unique identifiers which allow them to be linked to the main dataset.

2.17 **PERFORMANCE STANDARDS**

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

TABLE A: PERFORMANCE STANDARDS

Criteria	Performance Standard	Damages Per Month
<i>Interview completion and response</i>		
Call Timing	Complete 80% of calls during weeknights and weekends	\$50.00 per each 1% below 80% per month
Response Rate	Maintain a minimum 40% as calculated by AAPOR	\$50.00 per each 1% below 40% per month
Call Attempts	Attempt at least eight (8) times during the monthly interview period to contact each household	\$50.00 per each household contacted less than eight (8) times for response
Call Backs for Unavailable Respondents	Complete at least three (3) call backs to unavailable respondents of each household	\$50.00 per each unavailable respondent not called back at least three (3) times
Call Backs for Initial Refusals	Complete at least (1) call back to respondents initially refusing interview	\$50.00 per each refusal not called back at least one (1) time
Interval Calling	Complete calling occasions in ten-minute intervals at a minimum	\$50.00 per each instance where ten-minute interval calling did not occur
<i>Reporting</i>		
Timely Reporting	Reports received by deadline as specified by ADH/HSB	\$10.00 per each day late for each report

Criteria	Performance Standard	Damages Per Survey Year
<i>Interview completion and response</i>		
Landline Surveys	Complete minimum annual landline surveys as established at the beginning of each calendar year	5% of the total annual contract amount for landline surveys for each call short of the total
Cellular Phone Surveys	Complete minimum annual cellular phone surveys as established at the beginning of each calendar year	5% of the total annual contract amount for cellular phone surveys for each call short of the total
<i>Testing and Approval</i>		
Annual Testing and Completion	Completed by agreed upon final date	\$100.00 per each day late

SECTION 3 – GENERAL CONTRACTUAL ITEMS

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

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Arkansas Department of Health
Health Statistics Branch
Attn: Letitia de Graft-Johnson, DrPH
4815 W. Markham, Slot 19
Little Rock, Arkansas 72205-3867
Email: Letitia.deGraft-Johnson@arkansas.gov
Phone: 501-661-2633

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Payment will be made based on completed interviews.
- D. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- E. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- F. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- G. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- H. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.
- I. The Contractor **shall** invoice the Agency within ten (10) days after the completion and submission of each month's data.
- J. The Contractor **shall** submit monthly invoices according to a format approved by the Agency.

3.2 GENERAL INFORMATION

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

- e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

3.3 CONDITIONS OF CONTRACT

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

3.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.5 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 PRICE ESCALATION

- A. Price increases will not be considered at the time of contract renewal.

3.7 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.

C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 **CONTRACT INTERPRETATION**

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

3.9 **CANCELLATION**

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

3.10 **SEVERABILITY**

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

SECTION 4 – STANDARD TERMS AND CONDITIONS

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

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 23. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 24. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 25. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.