



STATE OF ARKANSAS
TRANSFORMATION AND SHARED SERVICES
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-20-0038	Solicitation Issued:	January 7, 2020
Description:	Quality Assessment and Improvement Services		
Agency:	Arkansas Department of Health (ADH)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	January 28, 2020	Bid Opening Time:	2:00 p.m., Central Time
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.			

DELIVERY AND OPENING OF RESPONSE DOCUMENTS	
Delivery Address:	Office of State Procurement 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222 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.
Bid's Outer Packaging:	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. <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 Bids (IFB) on behalf of the Arkansas Department of Health (ADH), Trauma and Emergency Response Branch, Trauma Section to obtain pricing and a contract for quality assessment and improvement services relating to all phases of trauma care within the Arkansas Trauma System including trauma prevention, pre-hospital trauma care, trauma center designation, and rehabilitative care.

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 May 1, 2020, 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

- A. OSP, as the issuing office, is the sole point of contact throughout this solicitation process.
- B. Prior to any contract award, address all communication concerning this Bid Solicitation through the OSP buyer.

1.4 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section 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 of this IFB.

1.5 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. "Agency" means any State agency, institution, authority, department, board, commission, bureau, council, or other agency of the State issuing a contract resulting from this IFB.
- D. The terms "Bid," "Bid Response Packet," and "Response" are used synonymously in this document.
- E. "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.
- F. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- G. "Implementation Period" refers to the time period between the resulting contract start date (anticipated to be May 1, 2020) and the Services Start Date (anticipated to be July 1, 2020 or alternate date specified by ADH).
- H. The terms "Invitation for Bid," "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- I. "Prospective Contractor" means a person who submits a bid in response to this Solicitation.
- J. "Quality Improvement Filter" or "QIF" means an indicator used to measure, evaluate, and improve Trauma Center and/or Trauma System performance and quality.

- K. "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.
- L. "Services Start Date" refers to the date the Contractor shall begin providing all services required by this Solicitation that immediately follows the Implementation Period, anticipated to be July 1, 2020.
- M. "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 Agency using such a contract.
- N. "Trauma Center" means a facility that has been fully designated as a Trauma Center by ADH.
- O. "Working Day" means a day occurring Monday through Friday excluding State holidays as listed on the Arkansas Secretary of State's website at <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.

1.6 **RESPONSE DOCUMENTS**

- A. Each Bid **must** include one (1) original hardcopy of the *Bid Response Packet* in the English language which **must** include:
 - 1. One original *Bid Signature Page* that **must** be signed by an official authorized to bind the Prospective Contractor to a resultant contract.
 - a. By signing the *Bid Signature Page*, the Prospective Contractor signifies agreement to and compliance with all Requirements of this IFB and agrees that any exception conflicting with a Requirement or Bid Submission Requirement of this IFB will cause the Prospective Contractor's Bid to be rejected.
 - 2. One (1) completed *Official Bid Price Sheet* with pricing proposed in U.S. dollars and cents. (See *Pricing*.)
- B. The following items should also be submitted in the original *Bid Response Packet* as an electronic copy, preferably on a flash drive and in PDF format.
 - 1. One (1) copy of the *Official Bid Price Sheet*.
 - 2. EO 98-04 *Contract and Grant Disclosure Form*. (See *Standard Terms and Conditions*, #24. *Disclosure*.)
 - 3. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - 4. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
 - 5. *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - 6. Signed addenda, if applicable. (See *Requirement of Addendum*.)
 - 7. Arkansas Vendor Number, if known. (See *Vendor Registration*.)
- C. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- D. Prospective Contractors should not send any Bid submission documents via email or fax.

1.7 **VENDOR REGISTRATION**

- A. Prior to award, the selected Contractor **shall** be registered as an Arkansas vendor to receive payment.
- B. For a \$25 annual fee, Prospective Contractors may register online at <https://www.ark.org/contractor/index.html> and will receive a Vendor Number upon registering. Online registration allows vendors to receive email notifications for future bid solicitations posted to the OSP website.
- C. Contractors not wishing to register online **shall** submit an updated copy of the Contractor's Form W-9 to the Agency prior to award.

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 January 10, 2020 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 January 16, 2020. 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.

1.9 **SUBCONTRACTORS**

- A. Prospective Contractors should complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.
- B. Prospective Contractors should not attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the Agency.

1.10 **PRICING**

- A. Prospective Contractors **shall** include all pricing on the *Official Bid Price Sheet* only.
- B. For Item 1, Prospective Contractors **shall** enter a single Implementation Fee to cover all start up and implementation activities including but not limited to SharePoint web application set up, Auditor training, and all other supplies and actions necessary to begin providing services specified in this IFB by the Services Start Date.
- C. For Item 2, Prospective Contractors **shall** enter the cost per year to provide SharePoint Web Application Hosting, if applicable, including but not limited to all software, maintenance, and support necessary to provide services as specified in this IFB.
- D. For Item 3, Prospective Contractor **shall** enter the cost per hour to provide all services specified in this IFB, except those services covered in Items 1 and 2, including but not limited to Auditing charts, data analysis, developing training materials, training and educating, coordinating and attending meetings, and reporting.
- E. If any cost is not identified by the Prospective Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- F. The *Official Bid Price Sheet* is provided as a separate Excel file posted with this Bid Solicitation.
- G. To allow time to review bids, prices **must** be valid for ninety (90) days following the bid opening.
- H. Prospective Contractors should not submit any ancillary information not related to actual pricing on or with the *Official Bid Price Sheet* and should not alter the *Official Bid Price Sheet*.

1.11 **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.

1.12 **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.

1.13 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.
- 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.

1.14 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Do not alter any language in any Solicitation document provided by the State.
- B. All official documents and correspondence related to this Solicitation become part of the resultant contract.
- C. The State reserves the right to investigate as necessary to determine if the lowest-bidding, apparent successful Contractor meets the Requirements of this IFB.
1. Upon request from OSP and for the purpose of investigation, the apparent successful Prospective Contractor **shall** provide clarification, information, and documentation pertaining to the apparent successful Prospective Contractor's experience, ability, and qualifications to meet the Requirements described in the IFB prior to contract award.

2. Should the apparent successful Prospective Contractor fail to provide the clarification, information, and documentation requested within the timeframe specified by OSP or is determined by the State not to meet the Requirements of this IFB, the Prospective Contractor's Bid may be rejected.
3. Should the lowest-bidding, apparent successful Prospective Contractor's Bid be rejected, the State reserves the right to investigate as necessary to determine if the second lowest-bidding, apparent successful Contractor meets the Requirements of this IFB. The State reserves the right to continue this process until a responsive Prospective Contractor has been determined.
- D. 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.
- E. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this Bid Solicitation.
- F. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.
- G. Prospective Contractors may submit multiple bids.

1.15 **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.

1.16 **AWARD PROCESS**

- A. **Successful Contractor Selection**
 1. Award will be made to the lowest-bidding, responsible Prospective Contractor based on the Grand Total Estimated Annual Cost submitted 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.

1.17 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*.

1.18 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.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractors 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.

1.20 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.

1.21 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.

1.22 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor's commodity or service **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at:

<https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>.

Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.23 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 fees **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.

1.24 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.

1.25 RESERVATION

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

1.26 ETHICAL STANDARDS

It **shall** be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

ADH seeks to establish a contract with a qualified organization that will assist the Trauma Section and Arkansas's trauma care providers in ensuring quality care for Arkansans experiencing traumatic injury by verifying and validating data entered into the Arkansas Trauma Registry (ATR) and other trauma data systems against actual patient charts within the Trauma System (hereinafter referred to as "Auditing Services").

Services under a resulting contract will also include assessing the State's current Trauma System rules, regulations, quality improvement plans, policies, procedures, and trauma care provided by Designated Trauma Centers within the State's Trauma System, as well as providing analysis, recommendations, training, implementation, and other activities necessary to improve each of those areas within the Trauma System with the ultimate goal of reducing mortality and morbidity in trauma patients.

Traumatic injury, referring to a sudden and severe physical injury that requires immediate medical attention, is recognized as the leading cause of death in the United States for individuals one (1) year to forty-four (44) years old, and is often preventable. Arkansas incurs massive expense from traumatic injuries due to lives lost, productive years destroyed, and the emotional and financial expenses of caring for victims of trauma. Research shows that a comprehensive trauma system, including all phases of trauma care—preventative, pre-hospital care, trauma center designation, and, rehabilitative care—can vastly improve the overall incidence of trauma and the quality of care for trauma patients.

The State's current Trauma System Rules and Regulations are available online at <https://www.healthy.arkansas.gov/images/uploads/rules/TraumaSystems.pdf>.

Due to the comprehensive services required under a resulting contract, the Trauma Section will pay the Contractor by cost per service hours rather than cost per chart or audit. Travel by the Contractor will be required, and, unless otherwise approved by ADH in writing prior to travel initiation, the Contractor **shall** be responsible for all travel related expenses incurred to perform services under a resulting contract. Travel reimbursement will be made at the discretion of ADH and in accordance with General Services Administration (GSA) per diem requirements.

2.2 ARKANSAS TRAUMA SYSTEM

The Trauma and Emergency Response Branch is one (1) of six (6) branches of the ADH, Center for Health Protection. The Trauma Section is one (1) of three (3) sections under the Trauma and Emergency Response Branch. The Trauma Section will be responsible for oversight of any contract awarded as a result of this IFB.

The Trauma Section employs three (3) Trauma Nurse Coordinators (TNCs) assigned to seven regions of the State (see *Attachment A: Trauma System Regions*) and contracts with a Trauma System Medical Consultant. There are currently sixty-two (62) hospitals fully designated as Trauma Centers within those regions. Trauma Center Designation is the process by which the Trauma Section identifies and verifies a facility's capability and capacity to care for severely injured patients within the Trauma System.

TNCs coordinate the initial review process for facilities in their regions applying for Trauma Center Designation and re-Designation. TNCs are responsible for writing, reviewing, and updating Trauma System rules and regulations, developing Designation policies and practices, educating facilities about Designation requirements, and providing guidance and expertise to the Trauma Advisory Council (TAC) that advises ADH concerning the development and operation of the Trauma System. Each region has its own Trauma Regional Advisory Council (TRAC) that develops and manages a regional trauma system plan and its own TRAC Medical Director (MD). TRAC MDs provide oversight to regional Quality Improvement (QI) issues and work directly with the Trauma System Medical Consultant to develop solutions for trauma care in the region and Statewide.

Trauma Centers are required to track Quality Improvement Filters (QIF) established by the Trauma Section and use ATR data and individual trauma events to identify opportunities for improvement in their QI processes. For more information about the Arkansas Trauma System, TRAC, ATR, Trauma Center designation, and other items related to trauma care in Arkansas, visit <https://www.healthy.arkansas.gov/programs-services/topics/arkansas-trauma-system>.

2.3 **TRAUMA DATA SYSTEMS**

The ATR, Emergency Medical Services (EMS) Registry, and Hospital Discharge Database are complete and functioning. Data from the Emergency Department (ED) Database is not currently being collected, but the collection will start during the contract term. ADH is currently piloting the linkage between the ATR and the EMS Registry. Once this linkage is complete, ADH will begin the linkage with the Hospital Discharge Database.

The ATR and EMS Registry both contain a Trauma Band Number (a unique seven-character alphanumeric identifier printed on each wristband applied to a trauma patient during transport to the ED) that is a proven linkage of the two (2) systems. The ED Database will also include the Trauma Band Number; however, the Hospital Discharge Database does not include the Trauma Band Number and **must** be linked probabilistically using secondary data points. The Contractor will generally receive aggregated databases; however raw data is available with approval from ADH.

2.4 **PROSPECTIVE CONTRACTOR QUALIFICATIONS**

- A. By the time of Bid submission, Prospective Contractors **shall** be certified by the Centers for Medicare & Medicaid Services (CMS) as a Trauma Quality Innovative Network-Quality Improvement Organization (QIN-QIO).
- B. Prospective Contractors **shall** have provided trauma care quality improvement services similar in size and scope to those outlined in this IFB to at least one (1) public entity in the last ten (10) years.
- C. Prior to contract award, the anticipated successful Contractor **shall** sign the ADH Business Associate Agreement (BAA). (See *Attachment B: Business Associate Agreement*.)
- D. Prior to contract award, the anticipated successful Contractor **shall** employ at least three (3) in-house Registered Nurses (RNs) who **shall** be assigned to provide services to the State under a contract resulting from this IFB (hereinafter referred to as "Auditors").
 1. One (1) of these Auditors **shall** serve as the QIO Manager, who will be the primary point of contact for ADH.
 2. Each Auditor **shall** meet or exceed the following qualifications:
 - a. Be a Registered Nurse (RN) with five (5) or more years of clinical trauma care experience.
 - b. Be Trauma Nursing Core Course (TNCC) certified.
 - c. Have completed the American Trauma Society Trauma Registry Course.
 - d. Have completed the Association for the Advancement of Automotive Medicine (AAAM) injury severity score (ISS) course with three (3) years of experience with ISS coding application.
 - e. Have completed the Society for Trauma Nursing's Trauma Outcomes Performance Improvement Course (TOPIC) and American Trauma Society (ATS) Trauma Registry course.
 3. The QIO Manager **shall** be a Certified Abbreviated Injury Scale Specialist (CAISS).
 4. At least one (1) of the Auditors **shall** be a licensed/certified paramedic or Emergency Medical Technician (EMT).
- E. Prior to contract award and within the timeframes specified by OSP, the Contractor **shall** submit evidence of all required licensing, certification, and training via email to the OSP Buyer.
 1. Prospective Contractors may submit such evidence in their *Bid Response Packets*.

2.5 **GENERAL REQUIREMENTS**

- A. The Contractor **shall** perform all start up and implementation activities including but not limited to SharePoint web application set up, Auditor training, and all other actions necessary to begin providing all services required by this IFB by the Services Start Date, anticipated to be July 1, 2020.
- B. The Contractor **shall** employ adequate staff to enable consistent and continual services to the State throughout the term(s) of a resulting contract.
- C. The Contractor **shall** assign an Auditor to each of the seven (7) trauma regions in the State.

1. Auditors may serve more than one (1) trauma region, but all Trauma Centers in each trauma region should be served by the same Auditor.
- D. In cooperation with ADH, TAC, and TRACS, Auditors **shall** assess, validate, and verify ATR data against actual patient charts (hereinafter referred to as "Audit") for each Trauma Center according to the schedule specified by ADH.
 1. ADH anticipates that most charts will be provided to the Contractor electronically; however, should ADH request an onsite Audit, the assigned Auditor **shall** Audit the data onsite as requested.
 - a. The Contractor may request travel reimbursement approval for onsite Audit requests.
 2. ADH anticipates that Level 1 Trauma Centers will be Audited during the first quarter of the contract year (July-September), Level 2 during the second quarter of the contract year (October-December), and so on.
 3. Auditors **shall** use scorecards developed by the Trauma Section in their audits (see <https://www.healthy.arkansas.gov/programs-services/topics/trauma-center-designation-process> for current scorecard samples) and **shall** assist ADH with updating scorecards as requested by the Trauma Section.
- E. Based on Audit findings and other available data, the Contractor **shall**:
 1. Provide ongoing, written assessment, analysis, reporting, and recommendations regarding specific services and trends in services provided to trauma patients within the Trauma System, including root cause analysis and risk-adjusted benchmarking.
 2. Identify trends in complications or mortality that represent opportunities for improvement in overall trauma care and preventable or potentially preventable deaths occurring after patients have entered the Trauma System.
 3. Identify training priorities and develop training materials about quality improvement and QI processes for hospitals and TRACs.
 4. Train hospitals and TRACs within the Trauma System on recommended improvement plans (when requested).
 5. Evaluate implemented corrective actions and provide post-training evaluation reports for quality improvement loop closure.
- F. The QIO Manager and at least one (1) additional Auditor **shall** attend all of the following meetings in person:
 1. Trauma Advisory Council (TAC) meetings, approximately two (2) meetings per year in Little Rock.
 2. Trauma Regional Advisory Council (TRAC) meetings, approximately fourteen (14) meetings per year at various locations across the State.
 3. Quarterly Preventable Mortality Review (PMR) meetings, approximately four (4) Sundays per year in Little Rock.
 4. Quarterly EMS Sentinel Event meetings, approximately four (4) meetings per year in Little Rock.
 5. TAC QI/TRAC State meetings, approximately four (4) meetings per year in Little Rock (usually on the same day as TAC meetings).
 6. The Contractor **shall** be responsible for travel and related expenses incurred as a result of meeting attendance.
 - a. Should additional meetings be required by ADH, the Contractor may request travel reimbursement approval for additional meeting attendance.
- G. The Contractor **shall** schedule, coordinate, and facilitate the Preventable Mortality Review (PMR) meetings, including:
 1. Gathering related medical records, autopsy reports, and Trauma Death QI Forms for each death occurring during the quarter.

2. Reviewing gathered documents for completion and consistency.
 3. Providing gathered documents to the applicable committee members at least two (2) weeks prior to the scheduled meeting.
 4. Providing reports of the review findings to ADH.
- H. The Contractor **shall** compensate TRAC Medical Directors for their QI services in December and June as specified by ADH.
1. All TRAC Medical Director compensation reimbursement requests **must** be submitted as specified by ADH after contract award.
- I. The Contractor **shall** coordinate and plan the Trauma Quality Improvement Plan (TQIP) State Collaborative. See more information at <https://www.facs.org/quality-programs/trauma/tqip/center-programs/tqip/collaboratives>.
- J. The QIO Manager **shall** attend the TQIP Annual Scientific Meeting and Training conference every year. See more information at <https://www.facs.org/tqipmeeting>.
1. The Contractor may request travel reimbursement approval for TQIP meeting attendance.
- K. The Contractor **shall** comply with the current and all updated versions of the BAA.

2.6 **SHAREPOINT WEB APPLICATION**

- A. During the Implementation Period, the Contractor **shall** develop a fully functioning stand-alone SharePoint web application with a dedicated backend SQL server that **must** include the following features and capabilities:
1. Native SharePoint features, such as web form integration and automation, custom workflow operations, and document routing/meta tagging.
 2. Ability for authorized users to access, edit, complete, and submit online forms.
 3. Ability for authorized users to upload and download reports and documents.
 4. Secure storage, upload, download, and management of all data, Trauma QI death forms, death review forms, pre-review questionnaires (PRQs), PMR forms and records, and related documents through an SSL enabled domain and internal firewall-protected server.
 5. Site traffic monitoring, including port-specific access to transfer information.
- B. All forms and documents **must** be included and fully functional on the SharePoint web application prior to the Services Start Date, to the satisfaction of ADH.
- C. The Contractor **shall** update and maintain the SharePoint web application as directed by ADH throughout the term(s) of a resulting contract.
- D. The SharePoint web application **must** be available 100% of the time unless unavailable due to scheduled maintenance.
1. Scheduled maintenance **must** occur between midnight and 6:00 a.m., Central Time to avoid disruption of services to the State.
 2. The Contractor **shall** notify ADH of scheduled maintenance at least forty-eight (48) hours in advance whenever possible.
- E. The SharePoint web application **must** meet ADH security requirements and customizable user-access.
1. ADH will specify authorized users and user-access after contract award.
- F. The Contractor **shall** manage and update PRQ and surveyor documents, including but not limited to the Surveyor Checklist, Executive Summary Template, and Chart Review Checklist, via the SharePoint web application.
1. The Contractor **shall** create and update PRQ forms to reflect current State and federal laws and rules as directed by and within the timeframes specified by ADH.

- G. The Contractor **shall** update and manage Trauma QI death forms and death review forms via the SharePoint web application, which includes:
 - 1. Assisting with death reporting processes.
 - 2. Reviewing Trauma QI death forms and death review forms for completion and corresponding with ADH, Trauma Centers, and other related parties to ensure document completion.
 - 3. Notifying the TRAC QI Chair, TRAC MD, and State TNC of submitted forms.
 - 4. Gathering and reviewing relevant medical record document submissions.
 - 5. Reconciling Trauma QI death forms and death review forms with ATR reported deaths.
 - 6. Tracking death cases to closure, ensuring form submission and completion.
 - 7. Submitting documents to applicable committee members at least two (2) weeks prior to scheduled meetings.
- H. The Contractor **shall** develop and manage a public, online Trauma Section calendar as directed by ADH, including but not limited to adding, managing and deleting calendar events, classes, and meetings.
- I. The Contractor **shall** provide initial and ongoing training of Agency personnel and other ADH-approved users for the SharePoint web application.
 - 1. Training for Agency and ADH-approved personnel may be provided via a user guide document with real-time assist via telephone upon approval by ADH.
- J. The Contractor **shall**, at a minimum, provide telephone technical support for the SharePoint web application during Working Days between 8:00 am and 5:00 pm CST.
- K. The Contractor **shall** develop and maintain additional webpages and databases related to services performed under a resulting contract as requested and specified by ADH.

2.7 **REPORTING**

- A. Within thirty (30) days following the end of each contract quarter, the Contractor **shall** submit an Audit report via email to the Trauma Section that **must** include, at a minimum, the following information about facilities audited during the previous quarter:
 - 1. Name, region, and Audit completion date of each facility.
 - 2. Scorecard data for each facility.
 - 3. Analysis of facility, regional, and statewide scorecard and audit results.
 - 4. Identified trends at each level and scorecard outliers.
- B. Along with the quarterly Audit report, the Contractor **shall** submit a QI report summarizing the following information identified or action taken by the Contractor during the previous quarter:
 - 1. Identified QI opportunities.
 - 2. Recommended QI action plan, including recommended training and education plans for each facility, and/or recommended policy, process, and/or reporting changes.
 - 3. Training and education provided to ADH, TRACS and/or facilities.
 - 4. Post-training observations and/or improvement.
- C. Within thirty (30) days following each EMS Sentinel Event meeting, the Contractor **shall** submit a report via email to the Trauma Section Chief containing detailed information about and root-cause analysis of the Sentinel Event meeting findings.
- D. Within thirty (30) days following each PMR meeting, the Contractor **shall** submit a report via email to the Trauma Section Chief containing detailed information about and analysis of the PMR meeting findings.

1. Every fifth year, the Contractor **shall** submit a PMR comprehensive report via email to the Trauma Section Chief using the methodology as outlined in the "SAVING LIVES AND MAKING A DIFFERENCE! Arkansas Pre-Post Trauma System Evaluation Final Report" dated July 22, 2015.
2. The next PMR comprehensive report is due July 2020.
- E. All report formats **must** meet the approval of the Trauma Section, and the Contractor **shall** revise formatting and/or information provided in the reports as requested by the Trauma Section.
- F. The Contractor **shall** provide copies of reports to TRACS, facilities, and other stakeholders as requested by the Trauma Section.
- G. The Contractor **shall** provide, at the request of ADH's Trauma Section, any additional reports to assist with the evaluation of quality patient care provided through the trauma system.

2.8 **DATA SECURITY AND MAINTENANCE**

- A. The Contractor **shall** comply with all applicable Federal, State, and local laws, rules, and policies regarding the security and privacy of PII and PHI.
 1. Throughout the duration of a resulting contract, should newly enacted Federal, State, and local laws, rules, and policies affect the scope of work of this contract, the Contractor **shall** add, delete, or adjust the services provided to comply with these laws, rules, and policies.
- B. The Contractor **shall** implement administrative, physical, and technical safeguards to protect State data that **must** meet or exceed accepted industry standards regarding the security and privacy of PII and PHI.
 1. All administrative, physical, and technical safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of, and disclosed **must** comply with applicable data protection and privacy laws and the terms and conditions of this Solicitation and resulting contract.
- C. The Contractor **shall** comply with all applicable Federal, State, and local laws, rules, and policies that require individual notification in the event of unauthorized release of PII, PHI, or other data and **shall** assume responsibility for informing such individuals in accordance with applicable Federal, State, and local laws, rules, and policies.
- D. All data, along with any documents, electronic reports, records, or other media produced as a result of this Solicitation **must** remain the sole property of the State and **must not** be used for any other purposes than described in this Solicitation.
- E. Upon expiration or termination of the resulting contract and/or upon request by the Agency, the Contractor **shall** transfer property rights of all deliverables (intellectual and tangible) to the Agency as specified by the Agency and **shall not** hold ownership or an intellectual property claim to any deliverable associated with a resulting contract.
- F. The data security and maintenance Requirements **must** remain in full effect for the duration of any resulting contract and until the data has been safely destroyed from the Contractor's system and from any backups.
- G. 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.
- H. 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.

2.9 **AUDITS**

- A. Per ADH internal audit requirements, within ninety (90) days after the Contractor's fiscal year end and at no cost to the State, the Contractor **shall** obtain a financial and operational audit from an independent, licensed CPA firm.
- B. The Contractor **shall** submit a copy of the resulting audit report to ADH within thirty (30) days after receiving the audit report from the CPA firm, or within sixty (60) days of the completion of the audit, whichever occurs first.

2.10 TRANSITION SERVICES

- A. In the event the resulting contract is terminated, cancelled, or expired, the Contractor **shall** assist ADH and the new Contractor, to the extent as ADH determines necessary, to ensure an orderly transfer of responsibility and the continuity of those services required under the terms of the contract to another organization designated by ADH.
- B. The Contractor **shall** provide at no charge, all records, including but not limited to documentation, reports, data, recommendations, or printing elements which are required to be produced under the terms of the contract (excluding the Contractor's intellectual property) to ADH or to ADH's designee, within seven (7) business days of ADH's request, contract termination, contract cancellation, or contract expiration, in a method to be determined by ADH.
- C. The Contractor **shall** provide all services needed in order to execute the successful transition of services and data. Except for as specifically agreed to by ADH, it is anticipated that ADH's main role will be supervisory in nature to ensure that all of ADH's needs are sufficiently and successfully met.

2.11 PERFORMANCE STANDARDS

- A. 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 Agency due to the assessment of damages, Contractor **shall** follow the direction of the Agency regarding the required compensation process.

TABLE A: PERFORMANCE STANDARDS

Criteria	Performance Standard	Damages
Timely Reporting	The Contractor submits all reports to ADH within time frames specified in the IFB.	<p>5% credit of the total monthly invoice amount for each report received after the specified time frames</p> <p>Additional \$10 credit for each Working Day each report is delayed after the first Working Day late.</p>

Implementation	The Contractor performs all start up and implementation activities including but not limited to SharePoint web application set up, Auditor training, and all other actions necessary to begin providing all services required by this IFB by the Services Start Date.	25% credit of the total implementation fee for the first day all required activities are not complete by the Services Start Date Additional \$100 credit for each Working Day late past the initial first day late
SharePoint Web Application	SharePoint Web Application is available 100% of the time, unless unavailability is due to scheduled maintenance.	1% credit of the monthly SharePoint Web Application Hosting invoice for each day during the billed month that Contractor's SharePoint Web Application is unavailable excluding scheduled maintenance times.

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
Trauma Section
4815 W Markham, Slot 4
Little Rock, AR 72205

B. Invoices **must** include:

1. The purchase order and contract number.
2. Total billable hours (with justification as requested by ADH).
3. Completed TR-1 forms and receipts, if applicable.
 - a. Mileage will be reimbursed at the State mileage reimbursement rate (currently \$0.42 per mile).
4. Additional information requested by ADH.

C. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Agency.

D. Do not invoice the State in advance of delivery and acceptance of any services.

E. Payment will be made only after the Contractor has successfully satisfied the Agency as to the reliability and effectiveness of the services purchased as a whole.

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 be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

3.7 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.

3.8 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.

3.9 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 Response Packets **must** be submitted to the OSP on or before the date and time specified for Bid opening. The Bid Response 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. 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 OSP **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 OSP. 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 OSP 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 OSP 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. **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.
24. **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.