

STATE OF UTAH

**SOLICITATION NO. AR10193**

SHARP Surveys - Student Health Risk

RESPONSES ARE DUE PRIOR TO:

Jun 14, 2010 10:00:00 AM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:www.bidsync.comRESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid AR10193

SHARP Surveys - Student Health Risk

Bid Number AR10193
Bid Title SHARP Surveys - Student Health Risk

Bid Start Date May 27, 2010 3:26:29 PM MDT
Bid End Date Jun 14, 2010 10:00:00 AM MDT
Question & Answer End Date Jun 8, 2010 7:00:00 AM MDT

Bid Contact Adrian Ruger
Purchasing Agent
State of Utah
801-538-3146
aruger@utah.gov

Contract Duration See Specifications
Contract Renewal 2 annual renewals
Prices Good for 30 days

Bid Comments This solicitation is for a supplier to to conduct the Student Health and Risk Prevention (SHARP) survey research of Utah's Public Schools by performing concurrent data collection for three paper and pencil surveys. It is anticipated that this RFP may result in a contract award to a single contractor.

You are instructed to pay special attention to the RFP language regarding the information to be submitted with your proposal. Evaluation of the proposals received will be in accordance with the evaluation criteria contained herein. Price is therefore, not the only evaluation factor.

Cost proposal must be submitted on Attachment D, Cost Proposal. Be sure you submit your information in this format. Any deviation from this format in preparing your cost proposal may result in your proposal being rejected.

All questions regarding this solicitation must be asked in writing in BidSync. Questions asked in any other format will not be answered. Answers to questions will be provided in BidSync.

Any modification to this solicitation shall be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding. Anyone submitting a response to this solicitation, with basis in or other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.

Item Response Form

Item AR10193--01 - Sharp Surveys - Student Health Risk
Quantity 1 contract
Prices are not requested for this item.
Delivery Location State of Utah
Human Services

120 North 200 West
Salt Lake City UT 84104
Qty 1

Description

Provide all labor, materials, transporation, etc. to perform conduct the Student Health and Risk Prevention (SHARP) survey research of Utah's Public Schools by performing concurrent data collection for three paper and pencil surveys per the terms and conditions contained herein. (Enter pricing on Attachment D, Cost Proposal.)



State of Utah Request for Proposal

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification Number		State of Utah Sales Tax ID Number 	
Ordering Address 		City 	State 	Zip Code 	
Remittance Address (if different from ordering address) 		City 	State 	Zip Code 	
Type ☐ Corporation ☐ Partnership ☐ ☐ Proprietorship Government		Company Contact Person 			
Telephone Number (include Area Code) 		Fax Number (include area code) 			
Company=s Internet Web Address 		Email Address 			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc. 					
Offeror=s Authorized Representatives=s Signature 		Date 			

Type or Print Name

Position or Title

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

- 1. SUBMITTING THE PROPOSAL:** (a) The Utah Division of Purchasing and General Services

(DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer=s descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer=s descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 3 Nov. 2009 - RFP Instructions)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

21. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
22. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
24. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
25. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 3 Nov. 2009)

RFP AR10193**Attachment D
Cost Proposal**Offeror's Name

The Offeror will use this form to define expenses:

Cost Proposal			
	ITEM		COST
A.	Staff (Include name/position, hourly rate, estimated hours, % of time assigned to project, etc):	Subtotal of cost per staff	
		\$	
		\$	
		\$	
TOTAL PERSONNEL COST			\$
B.	Travel (Calculated at Utah State Rates for mileage, hotel, etc):		
C.	Printing, materials for marketing, training, consent forms, survey forms, etc.:		
D.	Incentives (to ensure return of consent forms):		
E.	Postage / Shipping:		
F.	Organization / Agency Profit:		
G.	Indirect Charges:		
H.	Additional Expense:		
TOTAL NON-PERSONNEL COST			\$
TOTAL OF ALL COST			\$

You may include additional information to clarify the entries on this page, but this format is not to be changed. Evaluation will be based on the bottom line from this page. Altering this format may result in your proposal being rejected.

REQUEST FOR PROPOSAL
STUDENT HEALTH AND RISK PREVENTION (SHARP) Survey
Solicitation # AR10193

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to **conduct the Student Health and Risk Prevention (SHARP) survey research of Utah's Public Schools by performing concurrent data collection for three paper and pencil surveys.** It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

The Utah State Office of Education (USOE), the Utah Department of Health (UDOH), and the Utah Department of Human Services Division of Substance Abuse and Mental Health (DHS/DSAMH) wish to contract with a survey research vendor to perform concurrent data collection for two paper and pencil surveys in Utah public schools in August and September 2011. The Contractor shall be a single organization capable of providing or subcontracting to provide the complete scope of work.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Department of Human Services, Division of Substance Abuse and Mental Health. The reference number for the transaction is Solicitation # **AR10193**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically through BidSync. However, if you choose to submit hard copies, one original and six identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, Utah 84114-1061. Hard copy responses must be prepared on 8 ½" x 11" paper. Pages should be numbered consecutively at the bottom of the page. The completed Response shall be organized with tabs and headings, and placed in a three-ring binder.

When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents (zip files), mov, wmp, and mp3 files are prohibited. All documents should be attached as separate files.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for an initial period of 19 months, from July 1, 2010 through September 30, 2011.

The contract may be extended beyond the original contract period on a year-to-year basis for up to two (2) additional years, through September 30, 2013 at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the initial term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions.

QUESTIONS

All questions must be submitted through BIDSYNC (formerly RFP Depot.) Answers will be given via the BIDSYNC site.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a governmental entity:

(1) trade secrets as defined in Section [13-24-2](#) if the person submitting the trade secret has provided the governmental entity with the information specified in Section [63G-2-309](#);

(2) commercial information or nonindividual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, once the contract or grant has been awarded, a bid, proposal, or application submitted to or by a governmental entity in response to:

(a) a request for bids;

(b) a request for proposals;

(c) a grant; or

(d) other similar document;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-309(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

DETAILED SCOPE OF WORK**Scope of Work
Utah SHARP School Survey Project****I. BACKGROUND AND GENERAL INFORMATION**

- A. The Utah State Office of Education (USOE), the Utah Department of Health (UDOH), and the Utah Department of Human Services Division of Substance Abuse and Mental Health (DHS/DSAMH) wish to contract with a survey research vendor to perform concurrent data collection for two paper and pencil surveys in Utah public schools in March 2011. The Contractor shall be a single organization capable of providing or subcontracting to provide the complete scope of work.
- B. The purpose of the survey project is to measure adolescent health behaviors and related risk and protective factors among Utah students in grades 6 to 12. The survey results will be used to monitor changes in health behavior over time, to evaluate prevention programs, and to identify the need for additional prevention and treatment programs.
- C. The three participating agencies identified above have formed a Joint Survey Committee (Committee) to oversee the project. The Committee will provide technical assistance, review and approval of the Contractor's work plan, communication plan, survey administration plan, and the marketing and teaching materials to be used. The Committee will conduct regular meetings with the Contractor and oversee all decisions related to the proceedings of the survey project.
- D. The survey project will include two separate survey instruments; collectively known as the Student Health and Risk Prevention (SHARP) survey:
 - 1. The Prevention Needs Assessment (PNA) survey is overseen by DHS/DSAMH. The PNA includes a set of tobacco-related questions from the Youth Tobacco Survey (YTS). This part of the survey is overseen by the Tobacco Prevention and Control Program (TPCP) at UDOH.
 - 2. The Utah Youth Risk Behavior Survey (YRBS) is overseen by USOE and the Utah Department of Health, Bureau of Health Promotion.

II. QUALIFICATIONS

- A. The Contractor shall meet the following minimum qualifications;
 - 1. The principal investigator shall have
 - a. A Doctorate degree; and
 - b. A minimum of five (5) years experience in surveying.
 - 2. Additional staff
 - a. At least one additional staff shall have a doctorate degree; and

- b. A collective minimum of ten (10) years of experience in surveying between or among the Contractor's staff members.
- 3. Subcontractor
 - a. If the Contractor decides to subcontract (and is given approval per Section IX Subcontracting), the subcontractor must also meet the above qualifications.
 - b. A subcontractor may be considered as the additional staff of the Contractor.

III. DELIVERABLES

- A. The Contractor shall conduct the survey project. The Contractor shall work closely with the Committee to plan and oversee:
 - 1. Marketing of the survey project in sampled school districts, schools, and communities; and
 - 2. Ensuring adequate overall participation (sample size: approx. 54,000 students; expected response rate: 70% or more); Utah's school survey laws require that students return active parental consent forms that confirm that students are allowed to participate in the survey project.
 - 3. The overall participation rate is calculated by multiplying the school participation rate with the student participation rate. School participation depends on district level and school level approval of the survey project. Student participation depends on successful return of consent forms, positive consent, presence in the classroom on the survey day, success of make-up surveys, etc. See examples in the table below for school and student participation rates necessary to achieve an overall rate of 70%, as illustrated in the table below:

	Scenario A	Scenario B	Scenario C	Scenario D
School Participation Rate – statewide: if	100.0%	90.0%	80.0%	70.0%
Student Participation Rate – at the school level: Then at least	70.0%	77.8%	87.5%	100.0%
To get an Overall Participation Rate of:	70.0%	70.0%	70.0%	70.0%

- 4. Administration of data collection.
 - 5. Tracking, collecting, and compiling completed surveys into two statewide data sets.
 - 6. The state agencies overseeing the survey project (USOE, UDOH, DHS/DSAMH) will reserve the right to contract for data scanning, analysis and survey reports with the survey vendor selected for this project.
- B. The Contractor shall submit the final report to DHS/DSAMH as specified in Section VII.D. below.

IV. SURVEY DETAILS

- A. The Contractor shall be responsible for conducting the statewide Utah 2011 SHARP School Survey Project. The SHARP School Survey Project includes two surveys that have been administered in Utah public schools in previous years. The Committee will oversee the survey project, determine the survey methodology to be used and address all questions relevant to this project. Surveys included in the project are:
1. The Prevention Needs Assessment Survey (PNA) is overseen and funded by DHS/DSAMH. Since the 2009 administration, questions from the former Youth Tobacco Survey (YTS) have been incorporated in the PNA in an A/B form. To accommodate additional risk behavior questions, the survey may be split further into A/B/C forms. The Tobacco Prevention and Control Program (TPCP) at the Utah Department of Health (UDOH) oversees and funds tobacco-related questions on the PNA.
 - a. In conducting the Prevention Needs Assessment, the Contractor shall follow the guidelines determined by the Division of Substance Abuse and Mental Health.
 - b. The Contractor shall use Brenda Ahlemann as the DHS/DSAMH contact person.
 - c. The Contractor shall use Claudia Bohner as the TPCP contact person.
 2. The Utah Youth Risk Behavior Survey (YRBS) is jointly overseen by the Utah State Office of Education (USOE) and the Utah Department of Health (UDOH). It is funded by the UDOH. The Division of Adolescent and School Health (DASH) at the Centers for Disease Control and Prevention (CDC) determines the methodology for YRBS administration and offers technical assistance. In conducting the YRBS, the Contractor shall:
 - a. adhere to CDC's *Handbook for Conducting Youth Risk Behavior Surveys*.
 - b. send a representative to the YRBS fall training provided and funded by CDC-DASH (funding for this trip should be included in the overall proposal).
 - c. use Michael Friedrichs as the USOE contact person.

V. SURVEY INSTRUMENT ADMINISTRATION

- A. The Contractor shall administer the survey instruments separately. Each student in the sample shall complete one of the following two surveys.
 - 1. The PNA/YTS currently has two forms (A and B), but may be expanded to three forms A, B, and C.
 - 2. The YRBS is the second survey. It is estimated that each student will need less than one class period to complete his or her survey.
- B. State Agency Responsibilities.
 - 1. Participating state agencies (DSAMH, USOE, UDOH) shall provide the final questionnaires to the Contractor.
 - 2. The UDOH shall be responsible for providing answer sheets to the Contractor for the YRBS.
- C. Contractor Responsibilities. The Contractor shall:
 - 1. Print the PNA/YTS and YRBS questionnaires.
 - 2. Receive from UDOH a reproducible copy of the YRBS questionnaire and shall print the YRBS booklets for distribution to the schools.

VI. SAMPLING PLAN

- A. YRBS Survey:
 - 1. The Contractor's YRBS sample shall consist of a two-stage cluster sample stratified by Utah's school districts. The Contractor shall conduct the YRBS survey in high schools only.
 - a. Stage 1: Select schools.
 - b. Stage 2: Select classes and assign classes to the YRBS.

- c. The Contractor's sample shall include schools from all 12 local health districts (see map: Attachment A). Approximately 40% of the selected schools shall be located in Salt Lake, Utah, Weber, and Davis counties.

2. YRBS Sampling Plan Tables. The Contractor shall use a sampling plan that contains the following criteria:

- a. Total Number of **Completed Questionnaires** by Survey Questionnaire and Grade Level;

	"High School" Sample Size (grades 9, 10, 11, 12)
Survey Questionnaire	
Youth Risk Behavior Survey	1,500

- b. Estimated Number of **Students in Sampling Pool** (Completed Questionnaires * .70) by Survey Questionnaire and Grade Level;

	"High School" Sampling Pool (grades 9, 10, 11, 12)
Survey Questionnaire	
Youth Risk Behavior Survey	2,143

- c. Estimated Number of **Classes in Sampling Pool** (Students÷19-middle school, or 22-high school) by Survey Questionnaire and Grade Level; and

	"High School" Sampling Pool (grades 9, 10, 11, 12)
Survey Questionnaire	
Youth Risk Behavior Survey	97

- d. Estimated Number of **Schools in Sampling Pool** by Grade Level

	"High School" Sampling Pool (grades 9, 10, 11, 12)
Survey Questionnaire	
Estimated Number of Schools in Sampling Pool	100

3. YRBS Committee Responsibilities. In collaboration with the CDC, the Committee shall:

- a. Draw a random sample of schools and classes within schools that will accommodate the YRBS on or before November 30, 2010;
- b. Select classes based on class lists solicited by the Contractor, as identified in Section VIII.B. and VIII.C., in collaboration with local survey coordinators and the USOE; and

- c. Provide the Contractor with lists of sampled schools and sampled classes within each school.
- 4. YRBS Contractor Responsibilities. The Contractor shall:
 - a. Elicit cooperation from every school district and school in the sample, including inviting charter schools and the Navajo Nation schools to participate;
 - b. Ensure that schools provide the Contractor with updated class lists for classroom sampling;
 - c. Elicit cooperation from every teacher and student in selected classes; and
 - d. Send the survey data to the UDOH so that they can forward it to the CDC for analysis on or before April 30, 2011.

B. PNA Survey:

- 1. The Contractor's PNA sample shall consist of a two-stage cluster sample stratified by Utah's 41 school districts. The Contractor shall conduct the PNA survey in grades 6, 8, 10, and 12. The Contractor's sampling frame shall consist of all 6, 8, 10, and 12th grade classes that are not participating in the YRBS.
 - a. Stage 1: Select schools
 - b. Stage 2: Select classes
- 2. The Contractor's PNA sample shall include schools from all 41 school districts, charter schools and the Navajo Nation within the state of Utah.
- 3. It is anticipated that the total sample size for the PNA will be approximately 52,500. In each of 24 rural districts, the Contractor shall attempt a census of all students in grades 6, 8, 10, 12 that are not participating in the YRBS. In the remaining 17 districts, it is anticipated that the sample will include up to 2,000 students in each district (approximately 500 per sampled grade level).
- 4. The Contractor's PNA survey shall utilize an A/B form (possibly an A/B/C form) with one form encompassing the YTS questions and the possible third form

encompassing additional risk behavior questions. With two forms, 50% of students shall receive each form. In case three forms are used, 33% of students shall receive each form.

5. PNA Committee Responsibilities. The Committee shall:

- a. Provide the Contractor with the CDC sampling;
- b. Provide the Contractor with school and enrollment information for grades 6, 8, 10 and 12; and
- c. Approve the final sampling plan of the Contractor.

6. PNA Contractor Responsibilities. The Contractor shall:

- a. Draw a representative sample of classes not being surveyed for the YRBS in grades 6, 8, 10, and 12 that will provide a valid sample at the school district level, subject to Committee approval;
- b. Ensure that the sample will also give valid results for each of the 12 planning districts;
- c. Articulate and document the limitations of the final sampling plan. The Contractor will provide a weighted data set. Final weights shall ensure that the sample is representative of the student population in the State. Consideration shall be given to unequal probabilities of selection and non-response. At a minimum, post stratification shall be done by grade, gender and school district;
- d. Elicit cooperation from every school district and school in the sample, including inviting charter schools and the Navajo Nation schools to participate;
- e. Ensure that schools provide updated class lists for classroom sampling; and
- f. Elicit cooperation from every teacher and student in selected classes.

- C. The Contractor shall maintain an effective working relationship with the districts and schools. In order to maintain this relationship, some travel to the school districts and

schools will be required. Travel may also be required to acquire Navajo Nation Institutional Review Board (IRB) approval.

VII. SURVEY MARKETING AND ADMINISTRATION

- A. Administration. The Contractor shall administer the paper and pencil questionnaires to students on a designated "Survey Day" at each school. The specific dates in each school shall be scheduled through collaboration among the Contractor and district and school personnel at a time that is mutually convenient. The YRBS survey shall be administered in high schools only. The PNA shall be administered in grades 6, 8, 10 and 12. A pre-specified number of classes will be assigned to complete each survey. All students in a given class shall complete the same survey questionnaire.
- B. Project Oversight. The SHARP Survey Committee and the Contractor shall attend project meetings to review the progress of the survey project and consult on future steps. These meetings shall be quarterly at a minimum. DHS/DSAMH may require more frequent meetings, if needed.
- C. Contractor Responsibilities. The Contractor shall maintain effective working relationships with school and district personnel, obtain necessary information from the schools, and visit the schools to administer the survey questionnaires. The Contractor shall accomplish this by:
 - 1. Thoroughly reviewing and understanding the school survey guidelines outlined by the CDC (YRBS), the UDOH (YRBS and YTS sections of the PNA), and the DSAMH (Prevention Needs Assessment) and participating in CDC trainings as determined by the Committee;
 - 2. Attending regular meetings with the Committee to discuss the progress of the survey project;
 - 3. Developing and implementing a communication plan to ensure that the Committee is informed about the progress of the survey project and all decisions related to the survey project at all times;
 - 4. Developing and implementing a marketing plan to ensure adequate participation in the survey project. The marketing plan shall address school districts (superintendents, district staff), individual schools (principals, teachers, staff), parents, and students;
 - 5. Developing and implementing a survey administration protocol. The Contractor's protocol shall include the following:
 - a. A strategy to identify and recruit district level and school level survey coordinators;

- b. A training plan for school district level and school level survey coordinators;
 - c. A strategy to follow up with districts and schools that initially refuse to participate in the survey project;
 - d. A strategy to ensure that active parental consent forms are returned by students before survey administration (including use of incentives);
 - e. A strategy to ensure that the overall participation rate (school participation rate multiplied by student participation rate) is 70% or higher;
 - f. A survey administration plan involving teachers and survey coordinators; and
 - g. A plan for collecting and compiling the survey data into three separate datasets; and
6. Developing and printing the following materials:
- a. Marketing materials for districts, schools, parents, and students;
 - b. Training materials for local level survey coordinators or teachers;
 - c. Parental consent forms for all surveys;
 - d. Survey questionnaires (printing only); and
7. Scanning of completed surveys:
- a. The Contractor shall ensure its survey booklets are printed by a printing company that is set up to create booklets that can be machine read. Not only shall the responses that the students mark be scanned into a database, but each survey shall have a unique number that is also scanned into the database. The unique number allows the Contractor to track which school a given survey comes from to ensure the data from each school is accurate; and
 - b. The Contractor shall ensure accurate scanning in order to record the responses of each student surveyed. The scanning process begins with the Contractor creating the program to scan the PNA survey only, cutting the binding off the survey booklet, and then feeding the sheets through the scanner. The Contractor shall maintain four scanners with computers and software that read the responses from the eight page survey booklets. The Contractor shall transfer the scanned data from the survey program to the Contractor's analysis database.

D. Analysis and Reporting.

- 1. In order to ensure accuracy of the reports it produces, the Contractor shall ensure its analysis and reporting process include the following:

- a. Weighting the data according to school district. The Contractor shall provide a weighted data set. Final weights shall ensure that the sample is representative of the student population in the state. Consideration shall be given to unequal probabilities of selection and nonresponse. At a minimum, post stratification shall be done by grade, gender and school district;
 - b. Analyzing student responses using SAS, SPSS or some software that takes the complex survey design into account to calculate 30 day and lifetime levels of use for alcohol, tobacco and nine other drugs, the percentage of students engaging in eight antisocial behaviors, and the scale values for 24 risk and 13 protective factor scales. The Contractor shall further analyze the risk and protection factors to determine the percentage of students with elevated levels of risk and protection. The Contractor's analysis shall include confidence bounds for estimates when possible;
 - c. Conducting overall statewide data analyses as well as in each of the following levels:
 - (1) school;
 - (2) school district; and
 - (3) Local Substance Abuse Authority (LSAA) district as identified in Attachment B;
 - d. Providing SAS or SPSS datasets and code books to UDOH and DSAMH for the PNA/YTS only;
 - e. Transferring the results to MS Word and then producing a report in PDF format that can be printed and emailed (PNA only);
2. Preparing profile reports at the school, school district, Local Substance Abuse Authority (LSAA) region. Compiling and submitting a comprehensive report to DHS/DSAMH with survey outcomes by September 30, 2011 (PNA only).
 3. Analyzing and reporting of the YRBS shall be done by UDOH and CDC.

VIII. TIMELINE The Contractor shall follow the timeline below. Specifically, the Contractor shall:

- A. Within 30 days of the Contract execution date:
 1. Develop a schedule for meetings with the Committee;

2. Develop a communication plan and the survey administration protocol;
 3. Refine plans with the Committee; and
 4. Obtain parental consents during Fall registration.
- B. To be completed on or before October 31, 2010:
1. Develop PNA sampling plan and obtain DSAMH approval;
 2. Develop marketing materials; and
 3. Start identifying and recruiting school district contacts who may serve as survey coordinators.
- C. To be completed on or before December 1, 2010:
1. Review CDC sampling plans for the YRBS
 2. Continue to recruit local survey coordinators;
 3. Collaborate with local survey coordinators in compiling class lists of participating schools;
 4. Market survey project in all school districts (schools and communities);
 5. Ensure participation of districts, schools, and students; and
 6. Oversee distribution and return of active parental consent forms.
- D. February – April 2011:
1. Oversee teacher training;
 2. Oversee survey administration;
 3. Ensure that all surveys are collected and compiled into a statewide PNA dataset and a statewide YTS dataset; and
 4. Complete all required survey tracking forms.
- E. To be completed on or before September 15, 2011:
1. Completed analysis and reports delivered to DHS/DSAMH; and
 2. Prepare and deliver PNA/YTS dataset and codebook to UDOH (SPSS or SAS).

IX. CONCURRENT CONTRACTS OR SUBCONTRACTING

- A. The Contractor shall submit a request to subcontract to the Committee. The Contractor shall not subcontract until the Committee has approved in writing any and all

subcontractors. The Contractor shall include a proposed scope of work for its subcontractor and period of performance when requesting approval to subcontract.

1. The Contractor shall ensure that any subcontractor shall be able to complete the scope of work.
 2. The Contractor shall be held responsible for all work and actions of the subcontractor.
- B. The Contractor shall have the capacity to expand the SHARP data collection and reporting at the request of an LSAA under a separate contract between the Contractor and the LSAA. The Contractor shall ensure that the SHARP Survey Project takes priority over any other survey efforts the Contractor may be conducting concurrently with other entities.

X. BREACH OF CONTRACT

In the event the contractor fails to meet all terms and conditions of this contract, including those noted in parts A. B. and C. below, the contractor may be found to be in breach of this contract. If the contractor is found to be in breach, the State of Utah reserves the right to terminate the contract pursuant to the Termination for Cause clause in the State's standard terms and conditions and reserves all rights and remedies available to the State under the law.

- A. Maintain an effective working relationship with the Committee and local districts or schools,
- B. Communicate data collection practices, or
- C. Comply with sampling data collection protocols contained in this Contract

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

The successful contractor must demonstrate the ability to develop, market, and implement a large scale school survey project that will include a total of approximately 200 schools and 54,000 students in Utah. Proposals must be organized according to the following outline, include the sections listed below, and address the questions posed under each section. Proposals will be evaluated in accordance with this format. Attachments to the proposals can be any length.

- I. **RFP Form.** The State's Request for Proposal form completed and signed.
- II. **Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.
- III. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
- IV. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form. The range of funding for this proposal is \$250,000 - \$275,000. See Attachment D. This section should detail all expenses requested for this proposal. The cost of proposal development and participation in oral review, **IF** requested by DHS/DSAMH, are the responsibility of the contractor. The total cost of the proposal should reflect:
 - A. Personnel;
 - B. Travel at Utah state rate (mileage or airfare, per diem, hotel to reach each training site);
 - C. Cost for printing marketing materials, training materials, consent forms, and survey forms;
 - D. Cost for incentives;
 - E. Organization/agency profit; and
 - F. Indirect charges.
- V. **Implementation Plan:** This section should provide a logical sequence of steps necessary to reach the overall goal; including the goal(s), measurable objectives, and specific activities to be completed within a specified timeline. In your work plan, identify the persons responsible for carrying out each activity. Use the template shown in Attachment B to outline the steps of your workplan.

- VI. **Survey Administration Plan:** This section should describe how your organization will conduct the survey project:
- A. How will your organization determine the PNA sampling plan?
 - B. How will your organization identify and contact local level survey coordinators?
 - C. Describe your organization's survey administration procedures.
 - D. How will your organization ensure that active parental consent forms are returned by the students?
 - E. Describe the types of incentives to be used.
 - F. How will your organization determine times and places to conduct the surveys?
 - G. How will your organization oversee the survey administration?
- VII. **Marketing Plan:** This section should describe how your organization will market, publicize, and establish positive communications with all parties involved in the SHARP School Survey Project?
- A. How will your organization maintain communications with the SHARP Survey Committee during the term of this contract?
 - B. How will your organization market/publicize the survey project with local survey coordinators and teachers in each sampled school district and school?
 - C. How will your organization market/publicize the survey project with school districts, schools, parents, and communities?
 - D. How will your organization market/publicize the survey project with students?
 - E. How will your organization ensure that the overall survey response rate is 70% or higher?
- VIII. **Data preparation, Analysis and Reporting:** This section should describe how your organization will analyze and report the results of the SHARP survey(s).
- A. How will your organization prepare the datasets for the PNA/YTS and the YRBS?
 - B. How will the datasets be checked for accuracy and submitted to the state agencies?
 - C. How will your organization analyze the PNA data and prepare reports for the DSAMH?
 - D. Describe the software to be used, the statistical methods, and the types of analysis and data presentation to be included in the reports.

- IX. **Offeror's Qualifications and Experience:** This section should describe your organization's experience, ability to complete this project, and knowledge and experience in conducting statewide school survey projects.
- A. Describe your organization's prior experience in planning and conducting school survey projects.
 - B. Describe your organization's strategy to ensure goals and objectives are reached in a timely manner.
 - C. Describe your agency's strategy for quality control throughout the process.
 - D. Describe your agency's experience and qualifications in drawing complex samples to provide statistically valid survey results.
 - E. Describe your agency's experience in conducting complex analysis and reporting.
- X. **Attachments:**
- A. Include resumes of individuals involved in the work plan indicating experience as required in Section II of the Scope of Work above.
 - B. References: Provide three references from other agencies or companies (as an attachment), who may be contacted for more information
 - C. W-9 Form. "Request for Taxpayer Identification Number (TIN) and Certification" **completed and signed** by Offeror (W-9 forms can be obtained at the IRS web site: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> or a local Internal Revenue Service office).
 - D. ATTACHMENT A-1: Conflict of Interest Disclosure Statement OR
ATTACHMENT A-2: Conflict of Interest Certification (*May only be submitted by Government Entities*).
 - E. Attachment E: Score Sheet (This form will be completed by DHS/DSAMH)
 - F. Unless Offeror is a sole proprietor, the Offeror shall include a copy of certificate of incorporation or registration issued to Offeror by the Utah State Department of Commerce, Division of Corporations authorizing Offeror to conduct business in the State as a corporation, partnership, LLC, DBA, or other business entity.

PROPOSAL RESPONSE FORMAT

The preferred method for submitting a response is electronically through BidSync. If an Offeror chooses not to submit electronically, then they shall submit one original and four copies. These shall be in three ring binders with index tabs for each section in the "Proposal Requirements" above. Regardless of the submission method, responses to each requirement must be appropriately titled for easy reference.

PROPOSAL EVALUATION CRITERIA

- I. A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal. Failure to provide any information requested in the RFP may result in the disqualification of the proposal.
- II. A confidential review team will rate the proposals in accordance with the proposal requirements above. The review team may ask the top proposals to make formal presentations. Teleconference presentations will be possible for contractors outside easy travel distance.
- III. The following items will be scored on a Pass/Fail basis:

Resumes;
 - A. List of References;
 - B. W-9 form;
 - C. Conflict of Interest form;
 - D. Division of Corporations certification or registration; and
- IV. Proposals will be scored on the following factors
 - A. **(10%)** Implementation Plan: The review team will rate the logical sequence of steps necessary to reach the overall goal, objectives, and activities proposed in the work plan.
 - B. **(17.5%)** Survey Administration Plan: The review team will rate the quality of the overall survey administration plan and the Offeror's response to items VI. A-F in the "Proposal Response Format" section above.
 - C. **(12.5%)** Marketing Plan: The review team will rate the overall quality of the Offeror's marketing plan and the Offeror's responses to items VII. A-E in the "Proposal Response Format" section above.
 - D. **(10%)** Data preparation, Analysis and Reporting: The review team will rate the overall quality of the Offeror's plan and the Offeror's responses to items VIII. A-D in the "Proposal Response Format" section above.
 - E. **(12.5%)** Offeror's Qualification and Experience: The review team will rate the quality of the overall project, the Offeror's experience with conducting school surveys and conducting complex analysis and reporting, the qualifications of the offeror, and the Offeror's responses to items IX. A-E in the "Proposal Response Format" section above.
 - F. **(5%)** Executive Summary.
 - G. **(32.5%)** Cost Proposal: This portion of the bid will be scored by the Purchasing Agent.

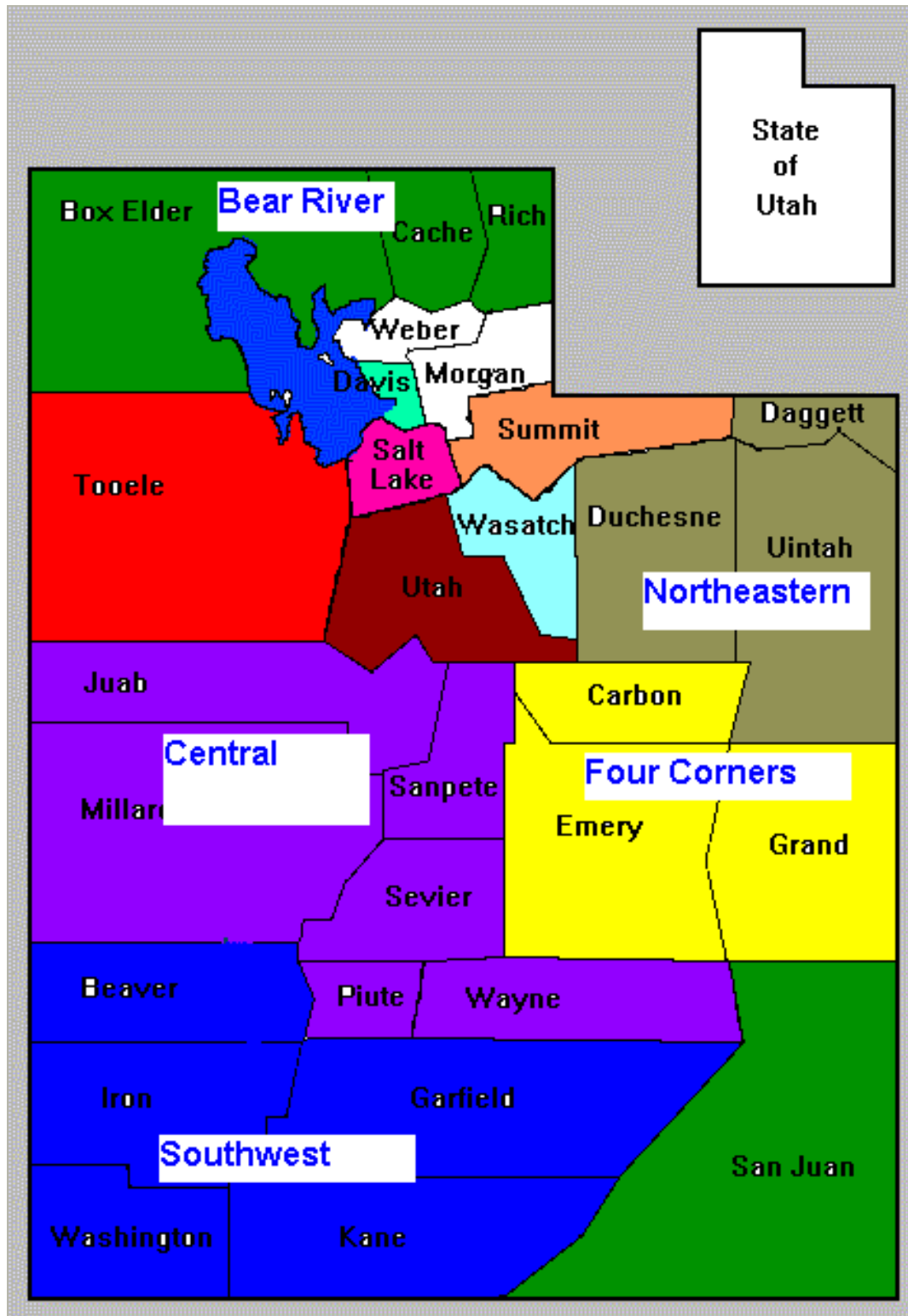
Attachment A



State of Utah Health Districts:

Attachment B

Local Substance Abuse Authorities



Attachment C

Workplan Template

Done				
	<i>Date</i>	<i>Activity</i>	Deliverable	Person Responsible
GOAL 1:				
0				
0				
0				
0				
GOAL 2:				

Attachment D Cost Proposal

Offeror's Name _____

The Offeror will use this form to define expenses:

Cost Proposal			
	ITEM		COST
A.	Staff (Include name/position, hourly rate, estimated hours, % of time assigned to project, etc):	Subtotal of cost per staff	
		\$	
		\$	
		\$	
TOTAL PERSONNEL COST			\$
B.	Travel (Calculated at Utah State Rates for mileage, hotel, etc):		
C.	Printing, materials for marketing, training, consent forms, survey forms, etc.:		
D.	Incentives (to ensure return of consent forms):		
E.	Postage / Shipping:		
F.	Organization / Agency Profit:		
G.	Indirect Charges:		
H.	Additional Expense:		
TOTAL NON-PERSONNEL COST			\$
TOTAL OF ALL COST			\$

You may include additional information to clarify the entries on this page, but this format is not to be changed. Evaluation will be based on the bottom line from this page. Altering this format may result in your proposal being rejected.

Attachment E

**STUDENT HEALTH AND RISK PREVENTION (SHARP) Survey
SOLICITATION # (to be inserted by the Division of Purchasing)
RFP EVALUATION SCORESHEET**

Firm Name: _____**Evaluator:** _____**Date:** _____**Score will be assigned as follows:**

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

Response Attachments Provided		Pass	Fail	NA
1.	Conflict of Interest: Disclosure or Certification			
2.	W-9 Tax ID Form			
3.	Resumes indicate that Principal Investigator and at least one additional staff have a doctorate degree			
4.	Resumes of the staff			
5.	Copy of current Dept. of Commerce certification (NA if sole proprietor)			
6.	References			
OVERALL SCORE FOR 1-6				

	Score (0-5)	Weight	Points
7. Executive Summary (5 points possible)			
8. Implementation Plan (10 points possible)			
9. Survey Administration Plan (17.5 points possible)	----	----	----
9.a. How will your organization determine the PNA sampling plan?		.5	
9.b. How will your organization identify and contact local level survey coordinators?		.5	
9.d. Describe your organization's survey administration procedures.		.5	
9.e. How will your organization ensure that active parental consent forms are returned by the students?		.5	
9.f. Describe the types of incentives to be used.		.5	
9.g. How will your organization determine times and places to conduct the surveys?		.5	
9.h. How will your organization oversee the survey administration?		.5	
10. Marketing Plan (12.5 points possible)	----	----	----
10.a. How will your organization maintain communications with the SHARP Survey Committee during the term of this contract?		.5	
10.b. How will your organization market/publicize the survey project with local survey coordinators and teachers in each sampled school district and school?		.5	
10.c. How will your organization market/publicize the survey project with school districts, schools, parents, and communities?		.5	
10.d. How will your organization market/publicize the survey project with students?		.5	
10.e. How will your organization ensure that the overall survey response rate is 70% or higher?		.5	
11. Analysis and Reporting (10 points possible)	----	----	----
11.a. How will your organization prepare the datasets for the PNA/YTS and the YRBS?		.5	
11.b. How will the datasets be checked for accuracy and submitted to the state agencies?		.5	
11.c. How will your organization analyze the PNA data and prepare reports for the DSAMH?		.5	
11.d. Describe the software to be used, the statistical methods, and the types of analysis and data presentation to be included in the reports.		.5	

	Score (0-5)	Weight	Points
12. Offeror's Qualifications and Experience (12.5 points possible)	----	----	----
12.a. Describe your organization's prior experience in planning and conducting school survey projects.		.5	
12.b. Describe your organization's strategy to ensure goals and objectives are reached in a timely manner.		.5	
12.c. Describe your agency's strategy for quality control throughout the process.		.5	
12.d. Describe your agency's experience and qualifications in drawing complex samples to provide statistically valid survey results.		.5	
12.e. Describe your agency's experience in conducting complex analysis and reporting.		.5	
13. Cost (32.5 points possible)			* Inserted by Purchasing
TOTAL EVALUATION POINTS (100 points)		Total	

* Purchasing will use the following cost formula: The points assigned to each Offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other Offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: $\text{Cost Points} \times (2 - \frac{\text{Proposed Price}}{\text{Lowest Proposed Price}})$.

RFP AR10193**Attachment C**

Workplan Template

Done	<i>Date</i>	<i>Activity</i>	Deliverable	Person Responsible
GOAL 1:				
0				
0				
0				
0				
GOAL 2:				

Question and Answers for Bid #AR10193 - SHARP Surveys - Student Health Risk

OVERALL BID QUESTIONS

Question 1

Which organization did the previous survey data collection and analysis? (Submitted: May 28, 2010 6:36:31 AM MDT)

Answer

- Bach Harrison (Answered: Jun 1, 2010 2:48:14 PM MDT)

Question Deadline: Jun 8, 2010 7:00:00 AM MDT