

Attachment B
Written Questions

Instructions

This Response Template must be used for submission of written questions. All questions should provide the requested information. Those that do not, may not be answered by DHS. The Vendor may add as many lines as needed. DHS would strongly prefer the Vendor to ask multi-part questions as individual questions on separate lines.

Instructions: Complete all cells of each question asked in the Table below. Clearly identify the referenced section or text.

Question ID	RFP Reference (page number, section number, paragraph)	Specific RFP Language	Question	ANSWERS
<i>Example</i>	<i>page 3, section 1.2, A</i>	<i>A Term Contract will be awarded to a single vendor.</i>	<i>Will there be only one vendor selected to provide these services?</i>	
1	IFB Page 6, Section 1.17, Award Process – A. Vendor Selection, 1	Award shall be made on an ALL OR NONE basis to the lowest responsive bidder. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.	Is there any specific scoring criteria that the State will be using to select the vendor that meets all the requirements stated in the RFP other than the lowest responsive bidder?	No.
2	IFB Page 8, Section 1.23, Technology Access, Bullet 4	Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means	Does the State recommend a certain technology platform (Tableau, Power BI, etc.) for use and development of the State reports and performance board as outlined in the scope of work?	Yes, Microsoft Power BI is recommended, but not required
3	IFB Page 8, Section 1.23, Technology Access, Bullet 4	Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means	Does the vendor leverage the technology assets (development and visualization tools) provided by the State to develop and build the reports and Performance board?	Yes, but the vendor may also use other technology, subject to State approval.
4	IFB Page 10, Section 2.3, Minimum Qualifications, 2	Official academic transcripts verifying attainment of a Bachelor's degree for each individual executing deliverables described in this IFB	Considering the short turnaround time, would the State consider having the awarded vendor provide transcripts for each proposed team member before they are staffed on the project?	No, transcripts of proposed team members must be submitted at time of proposal to meet the minimum qualifications set out in Section 2.3 to be considered for potential award of a contract.
5	IFB Page 11, Section 2.4, Scope of Work, Bullet 2	Mandated reports including without limitation monthly County Profile Reports, Quarterly Performance Reports (QPR), Annual Report Cards (ARC), Workload Reports, Caseload Reports, Human Resources Reports, and other similar reports requested by DHS.	Can the State provide copies of recent submissions of mandatory reports ?	See attachments 1 and 2.
6	IFB Page 11, Section 2.4, Scope of Work, Bullet 4	Establishment of a web-based performance board with internal and public view capabilities to serve as a management tool for the Central Office, local-level DHS staff, and external stakeholders by allowing users to view data at the state- and county-wide levels.	Can the State provide specific requirements and or number of reports, data elements and dashboards to be displayed in the performance board to help the vendor accurately size the number of resources required?	Please see link below. https://www.dfps.state.tx.us/About_DFPS/Data_Book/Child_Protective_Services/Intakes/Source.asp

7	IFB Page 11, Section 2.4, Scope of Work, Bullet 4	Establishment of a web-based performance board with internal and public view capabilities to serve as a management tool for the Central Office, local-level DHS staff, and external stakeholders by allowing users to view data at the state- and county-wide levels.	Does the scope of work for the performance dashboards also required to include the vendors capabilities to continue to maintain and operate them on an ongoing basis with frequent updates and refreshes of data on a daily, weekly and monthly basis?	yes, depending on the report.
8	IFB Page 11, Section 2.4, Scope of Work, Bullet 6	Completion and submission of monthly reports that comprehensively identify and analyze services delivered by DHS in relation to DHS' mission, goals, and values	Does the scope of monthly reports that comprehensively identify and analyze services delivered by DHS in relation to DHS' mission, goals, and values include other divisions outside of DCFS? If so can the State specify what other divisions are included?	No
9	IFB Page 11, Section 2.5, Performance Standards, 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.	<p>We understand and acknowledge that State law requires Performance Standards be put in place. We would request, consistent with our experience for other Arkansas procurements, that we be able to identify our discussion points/negotiation items relating to the Performance Standards without risk of disqualification. To that end, the IFB at Sections 2.5.B and 1.17 allow for negotiation but Section 3.3.c (among other sections) provides that the bidder must accept the performance Standards as part of the proposal. Can the State please clarify in the final IFB that the Performance Standards are subject to negotiation? To allow for such negotiations, Section 2.5.B could be modified as follows (suggested language is in bold below):</p> <p>2.5.B. The State may be open to negotiations of Performance Standards and their related terms prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Bidders may identify any negotiation items related to IFB Section 2.5 and Attachment C in their respective proposals. Should the State elect not to allow for such negotiations or in the event the State and the lowest responsive bidder are unable to reach mutual agreement relative to the final changes, then pursuant to IFB Section 1.17.B.2, the State may reject the bid and proceed to negotiations with the next lowest responsive bidder. The identification of negotiation items as set out herein will not render a bid nonresponsive.</p>	See Section 2 Vendor Agreement and Compliance of the Bid Response Packet. Any requested exceptions to items in this section which are NON-mandatory must be declared below or as an attachment to this page. Vendor must clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
10	IFB Page 14, Section 3.10, Cancellation, A	For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.	<p>Would State consider the following adjustments to the IFB Section 3.10?:</p> <p>A. For Cause. The State may cancel any contract resulting from this solicitation for cause, at the discretion of DHS, in the event of an uncured material breach of the contract. The State shall give the vendor a 10 Business Day written notice of cancellation and opportunity to cure within such period, specifying the material breach(es) to be cured terms and the effective date of contract termination.</p>	See answer to question 9.

11	IFB Page 15, Section 3.10, Cancellation, C	<p>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.</p>	<p>Would State consider the following adjustments to the IFB Section 3.10?:</p> <p>C. Upon any termination, the State shall pay Contractor for all services performed in accordance with the contract, including work in progress on a fair, proportionate basis. 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. The State shall at all times keep vendor apprised of available funding and make good faith efforts to provide vendor prompt written notice upon discovery that it will have insufficient funds and terminate the contract pursuant to 3.10.B prior to the exhaustion of available funding.</p>	No.
12	Attachment A (C), pg. 2 of 11	<p>Termination of Contract *** Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.</p>	<p>In connection with the following right of the Department to terminate the contract: "...the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities [,]" we request the following revision:</p> <p>"...the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has materially failed to satisfactorily perform its contractual duties and responsibilities and fails to cure such material failures following receipt of a written cure notice identifying the alleged breaches and providing for no less than a 10-business day cure period."</p>	See answer to question 9.
13	Attachment A (C), pg. 3 of 11	<p>Termination Claims After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.</p> <p>In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.</p>	<p>We request clarification that in the event of a failure to reach agreement on the amount to be paid following a termination, the Department's determination of the costs to be paid is subject to the Dispute provision.</p>	Dispute provisions are applicable.

14	Attachment A (C), pg. 5-6 of 11	<p>Indemnification</p> <p>The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:</p> <p>Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;</p> <p>Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;</p> <p>Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;</p> <p>Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.</p> <p>The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.</p>	<p>Would State consider the following adjustments?:</p> <p>The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:</p> <p>Any claims or losses to any person or firm for personally injury or damage to real or tangible personal property caused by the intentional or negligent acts (including without limitation violation of applicable Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;</p> <p>Any failure of the Contractor, its officers or employees to comply with applicable local, federal or State of Arkansas laws, including but not limited to labor laws and minimum wage laws.</p>	See answer to question 9.
15	Attachment A (C), pg. 6 of 11	<p>Department Property</p> <p>Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.</p>	We request "Acts of God" be removed from the last sentence. Contractor should not be responsible for Acts of God that damage the Department's property.	See answer to question 9.
16	page 10, 2.4	The performance board must be web-based and feature internal and public view capabilities in order to provide access by DHS staff and other external stakeholders at all times.	What is the expected number of stakeholders accessing the performance dashboards simultaneously?	Depends on the report.
17	page 10, 2.4	The performance board must be web-based and feature internal and public view capabilities in order to provide access by DHS staff and other external stakeholders at all times.	Does the State expect the performance dashboards to be accessible via mobile and tablet devices?	the preference would be for the data to be accessible on tablets and mobile devices but for this initial contract, it is not a requirement

18	page 10, 2.4	All reports produced by the contractor must include a narrative analysis of how the services delivered by DHS reflect the Division's mission, values, and/or goals.	Will the department provide resources to be consulted in writing narrative analysis of how the services delivered by DHS reflect the Division's mission, values, and/or goals?	DCFS will not provide dedicated resources, but the DCFS Program Managers and Assistant Directors will be available to collaborate.
19	page 10, 2.4	The contractor will also produce an annual statewide summation of quantitative and qualitative data as well as a summation for each county.	Can you explain the scope of the qualitative data to be reported?	The use of qualitative data will be limited.
20	page 11, 2.4, 3.	Up to twenty-five (25) ad hoc reports per month, as requested by DHS, that provide data and data analyses related to DHS service delivery.	Will the State provide examples of the twenty-five (25) ad hoc reports?	See attachments 3,4,5
21	page 11, 2.4, 4.	Establishment of a web-based performance board with internal and public view capabilities to serve as a management tool for the Central Office, local-level DHS staff, and external stakeholders by allowing users to view data at the state- and county-wide levels.	Will the State provide hardware for the performance dashboards to be hosted?	Yes
22	page 11, 2.4, 5.	Completion of data sample selection, pre-population of Quality Services Peer Review (QSPR) forms with Children's Reporting and Information System (CHRIS) data, and generation of quantitative results for each service area.	Will the State provide additional information on the data within CHRIS (i.e. number of records, number of tables, data sizes, etc.)?	Primary system database is approx 150GB with 108GB in use. There are about 816 tables in the production schema.
23	page 11, 2.4, 5.	Completion of data sample selection, pre-population of Quality Services Peer Review (QSPR) forms with Children's Reporting and Information System (CHRIS) data, and generation of quantitative results for each service area.	Will the State provide additional information on other available data sources, case files, and any other sources as determined by DCFS for input into the performance dashboard (ie: number of records, data size, data structure, etc.)?	Primary system database is approx 150GB with 108GB in use. There are about 816 tables in the production schema.
24	page 11, 2.4, 5.	Completion of data sample selection, pre-population of Quality Services Peer Review (QSPR) forms with Children's Reporting and Information System (CHRIS) data, and generation of quantitative results for each service area.	How will the vendor access the raw data?	Data access will be given via direct or secondary (ie mirrors, copies), depending on the business need.
25	General question	N/A	Does the Department employ a MDM system to assign unique ids to clients served by the Department?	If by MDM, you mean Master Data Management - we are working on this, but nothing in place at this time.

26	General question	N/A	Or, is the vendor expected to de-duplicate all databases?	No. We plan on deduplication happening at the database/infrastructure layer.
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