



STATE OF ARKANSAS
 Department of Human Services
 Office of Procurement
 700 Main Street
 Little Rock, Arkansas 72201

REQUEST FOR PROPOSAL
 RFP SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-23-0037	Solicitation Issued:	June 21, 2023
Description:	Project Management Office		
Agency:	Department of Human Services, Division of Medical Services		
SUBMISSION DEADLINE			
Proposal Submission Date and Time	August 25, 2023, 1:00 p.m., Central Time	Proposal Opening Date and Time:	August 25, 2023, 2:00 p.m., Central Time
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201		
<p>Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>			
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none"> ▪ Solicitation number ▪ Date and time of proposal opening ▪ Vendor's name and return address 		
OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	David King	Buyer's Direct Phone Number:	501-320-6146
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	OP's Main Number:	501-683-4162
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

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

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by Office of State Procurement (OSP) on behalf of the Arkansas Department of Human Services (DHS) Division of Medical Services (DMS) to obtain pricing and a contract to continue the services of a Project Management Office (PMO). This RFP will provide a contractor capable of managing various project implementation throughout the Department. The selected Contractor shall also provide oversight of a multi-contractor environment to achieve a successful configuration, development, design, implementation, and maintenance of the assigned projects, while bringing the project(s) on time and within budget.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

- A. As a result of this RFP, the Office of Procurement (OP) intends to award a contract to a single Contractor.
- B. The term of this contract shall be for three (3) years. The anticipated start date for the contract is April 1, 2024. Upon mutual agreement by the Prospective Contractor and agency, the contract may be renewed by OP, on a year-to-year basis, for up to four (4) additional one-year terms or portions thereof.
- C. The total contract term shall not be more than seven (7) years.

1.4 ISSUING AGENCY

The Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the Issuing Officer as shown on page one (1) of this document.

1.5 BID OPENING LOCATION

Bids submitted by the opening date and time will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the [DHS website](#).

1.6 ACCEPTANCE OF REQUIREMENTS

- A. The words “**must**” and “**shall**” signify a Requirement of this solicitation and that the Contractor’s agreement to and compliance with that item is mandatory.
- B. A Contractor’s proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.
- C. Contractor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section’s Agreement and Compliance Page. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.) DHS is not required to accept any requested exceptions. Only exceptions expressly accepted by DHS will become part of the resulting contract.

1.7 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. “Prospective Contractor,” means a responsible offeror who submits a proposal in response to this solicitation. “Prospective Contractor,” “Contractor,” “bidder,” “vendor” and “respondent” are used synonymously in this document.

- C. The terms “buyer” and “Issuing Officer” are used synonymously in this document.
- D. “Business Day” means Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Time, excluding State Holidays.
- E. “Calendar Day” means every day on the calendar, including weekends and holidays.
- F. The terms “Request for Proposal,” “RFP,” “RFP Solicitation,” “Bid Solicitation” and “Solicitation” are used synonymously in this document.
- G. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- H. “Proposal Submission Requirement” means a task a Prospective Contractor **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.
- I. “Requirement” means a specification that a Contractor’s commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this RFP. These specifications will be distinguished by using the terms “shall” or “must” in the requirement.
- J. The terms “Shall” and “Must” mean the imperative and are used to identify requirements.
- K. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.

1.8 RESPONSE DOCUMENTS

A. Original Technical Proposal Packet

The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal Response Packet.

1. A hard copy of the original *Technical Proposal Packet* **must** be received on or before the bid submittal date and time. Copy should not be two sided.
2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions*.)
 - e. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet (Attachment I – Response Packet)*.
 - f. *Original signed Attachment H – Client History Form*.
 - g. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. Copy of Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - b. Signed addenda to this RFP, if applicable. (See Requirement of Addendum.)
 - c. *Voluntary Product Accessibility Template (VPAT)*, if applicable. (See *Technology Access*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Official Bid Price Sheet.

1. Contractor's original *Official Bid Price Sheet* and the *Cost Proposal Template* **must** be submitted in hard copy format.
2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, in PDF format, preferably on a flash drive. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.
3. The *Official Bid Price Sheet and Cost Proposal Template*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

C. Additional Copies and Redacted Copy of the Technical Proposal Packet

In addition to the original *Technical Proposal Packet* (Attachment I) and the *Official Bid Price Sheet and the Cost Proposal Template* (Attachments G1 and G2), the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
 - a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. One (1) redacted copy, in PDF format, if applicable, (marked "REDACTED") of the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)
 - e. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
2. Additional Copies of the Official Bid Price Sheet
 - a. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet and Cost Proposal Template*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - b. *The Official Bid Price Sheet and Cost Proposal Template*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.9 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Contractors adhere to the following format and suggestions when preparing their *Technical Proposal* response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order:
 - *Proposal Signature Page*
 - *All Agreement and Compliance Pages*
 - Signed Addenda, if applicable
 - E.O. 98-04 – *Contract Grant and Disclosure Form*
 - *Equal Opportunity Policy*
 - *Proposed Subcontractors Form*
 - Other documents and/or information as may be expressly required in this *Bid Solicitation* – label documents and/or information so as to reference the Bid Solicitation's item number
 - *Technical Proposal* response to the *Information for Evaluation* section of the *Technical Proposal Packet*

1.10 CLARIFICATION OF RFP SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted via email by 4:00 p.m. Central Time on or before July 14, 2023. Submit questions to the OP buyer as shown on page one (1) of this *Bid Solicitation*. It is the Contractor's responsibility to guarantee receipt of the questions by the specific time and date. DHS accepts no responsibility for accurate or timely receipt of email submission.
- B. The attached response template (*Attachment B*) should be used for submission of all written questions. For each question submitted, Vendor should reference the specific solicitation item number to which the question refers. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on July 28, 2023.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.
- E. Oral statements by OP **shall not** be part of any contract resulting from this solicitation and **may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS.**

1.11 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Contractor's signature on this page **shall** signify contractor's agreement that either of the following **shall** cause the contractor's proposal to be disqualified:
 - 1. Additional terms or conditions submitted intentionally or inadvertently.
 - 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.12 AGREEMENT AND COMPLIANCE PAGES

- A. Contractor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- B. Contractor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.13 SUBCONTRACTORS

- A. Contractor **must** complete, sign, and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate contractor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.14 PRICING

- A. Contractor(s) shall include all pricing on the *Official Price Bid Sheet*. The *Cost Proposal Template* presents pricing justification and will not be used for bid scoring. Any cost not identified by the successful contractor on the *Official Bid Price Sheet* but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet* and the *Cost Proposal Template* are provided as separate files posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.
- C. The *Official Bid Price Sheet* and the *Cost Proposal Template*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet*, and should be clearly marked as "Pricing." **DO NOT**

submit any ancillary information not related to actual pricing in the sealed pricing package. The *Official Bid Price Sheet* is provided as a separate file posted with this *Bid Solicitation*.

- D. Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* and the *Cost Proposal Template* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The *Official Bid Price Sheet* and the *Cost Proposal Template* may be reproduced as needed.

1.15 PRIME CONTRACTOR RESPONSIBILITY

- A. A single contractor **must** be identified as the prime contractor and shall be the sole point of contact.
- B. The prime Contractor **shall** be held responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.16 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion; and
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.17 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via e-mail or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

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

1.18 CAUTION TO CONTRACTORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the OP buyer.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Contractor **must** provide clarification of any information in their response documents as requested by OP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Contractors may submit multiple proposals. Each proposal shall be submitted separately and must include all documents and information required under this RFP in order to advance to evaluation.
- J. A Prospective Contractor's response may be rejected if a Prospective Contractor takes exception to any terms or conditions in the documents listed in Section 4.3 C.

1.19 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.
- C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- D. The vendor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

1.20 AWARD PROCESS

- A. Award Determination
The Grand Total Score for each Contractor, which shall be the sum of the Technical Score and Cost Score, shall be used to determine the ranking of proposals. The State may move forward to negotiations pursuant to Arkansas Code Annotated § 19-11-230, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
- B. Discussions and Negotiations
 1. Negotiations are optional and are conducted at the sole discretion of the State.

2. If the agency so chooses, it shall also have the right to enter into discussion with the qualifying vendor(s), to further define contractual details. All such discussions shall be conducted at the sole discretion of the State and may be conducted at any lawful time of the State's choosing. The State shall solely determine the items to be discussed or negotiated.
3. If discussions or negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined or an award made, or until such time the State decides not to move forward with an award.
4. The State may elect to request best and final offers. Any best and final offer request made by the State will be conducted with the responsible Contractors that meet the minimum qualifications at section 2.2.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this RFP.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. DHS **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
4. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for award and administration of any resulting contract.
3. DHS reserves the right to award multiple contracts.

1.21 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.22 EQUAL OPPORTUNITY POLICY

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

1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants. If selected, the Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
- B. OSP will notify the selected contractor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the contractor(s) at that time.

1.24 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.25 PAST PERFORMANCE

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

1.26 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
 - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
 - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
 - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
 - 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;
 - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
 - 6. Integrating into networks used to share communications among employees, program participants, and the public; and

7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.27 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.28 VISA ACCEPTANCE

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

1.29 PUBLICITY

- A. Contractors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP’s prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a Contractor’s proposal to be disqualified or for the contract to be terminated.

1.30 RESERVATION

The State **shall not** pay costs incurred in the preparation of a proposal.

1.31 DATA LOCATION

Contractor shall under no circumstances allow Arkansas data to be relocated, transmitted, hosted or stored outside the continental United States in connection with any services provided under this contract entered into under this RFP, either directly by the Contractor or by its subcontractors.

1.32 SCHEDULE OF EVENTS

SOLICITATION SCHEDULE

ACTIVITY	DATE
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Public Notice of RFP	June 21, 2023
Deadline for Receipt of Written Questions	July 14, 2023, 4:00pm CST
Response to written Questions, On or About	July 28, 2023
Proposal Due Date and Time	August 25, 2023, 1:00pm CST
Opening Proposal Date and Time	August 25, 2023, 2:00pm CST
Intent to Award Announcement Posted, Onn or About	October 27, 2023
Contract Start Date (Subject to State Approval)	April 1, 2024

1.33 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

HOLIDAY	DATE
New Year's Day	January 1
Dr. Martin Luther King's Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays; however, there are occasions (i.e., during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor **shall** maintain adequate staff on such working holidays.

SECTION 2 – SPECIFICATIONS

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

2.1 INTRODUCTION

The Arkansas Department of Human Services (DHS) is the largest Arkansas State agency, with the responsibility of supporting the health and well-being of all Arkansans, especially those who are most at need. DHS primary offices are in Little Rock at Donaghey Plaza, located at 700 Main Street. DHS is comprised of nine (9) Divisions, and eight (8) supporting offices, and includes approximately 7,000 employees.

This Request for Proposal (RFP) is issued by the Office of Procurement (OSP) for DHS to contract with a qualified vendor to provide Project Management Office (PMO) services to include, but not be limited to: oversight of a multi-contractor environment to achieve a successful configuration, development, design, implementation, and maintenance of the assigned IT and other DHS approved projects.

The DHS established the PMO in October 2014 to improve coordination and administration of the myriad of IT projects now underway or planned across the department. NTT Data is currently providing DHS PMO services. This RFP will result in a new contract with a qualified vendor to take over and continue providing these important services. For the purposes of this Solicitation and resulting contract, the term "Projects" is referring to any and all DHS approved projects that may be assigned to the PMO Contractor during the life of the resulting contract.

Four (4) DHS areas, each at a different phase of the software development life cycle (SDLC), are currently assigned to the PMO's activities:

A. Comprehensive Child Welfare Information System (CCWIS)

The Division of Children and Family Services (DCFS), a division of DHS, is modernizing the DCFS systems in accordance with the Federal Administration for Children and Families (ACF) Comprehensive Child Welfare Information System (CCWIS) requirements and regulations. The system is known within DCFS as ARfocus. Arkansas's legacy child welfare system (implemented in 1997) does not meet the new CCWIS requirements. CCWIS is a case management program that promotes and supports the exchange of information between child welfare agencies and contributing organizations such as schools, courts, and other health and human services departments. The program is deployed on mCase, RedMane Technology's purpose-built, cloud-based platform. RedMane is the Contractor currently responsible for the CCWIS system.

The CCWIS project is on year two (2) of seven (7), currently in Design, Development, and Implementation (DDI) phase. The project will move into Maintenance and Operations (M&O) phase in 2024.

B. Information Technology (IT)

The IT PMO has multiple projects underway, as listed in Appendix 2. This team works within multiple DHS Divisions and Offices as required by the current project inventory.

C. Arkansas Integrated Eligibility System (ARIES)

The ARIES system was developed by the Division of County Operations (DCO), a division of DHS, to streamline and modernize technologies used to serve Arkansans applying for and receiving benefits for health care, the Supplemental Nutrition Assistance Program (SNAP), and the Transitional Employment Assistance (TEA) program. The system, which is built on Deloitte's NextGen platform, replaced two (2) legacy eligibility systems, and has successfully simplified the process of applying for assistance. Deloitte is the contractor currently responsible for ARIES.

ARIES is on year four (4) of seven (7), and currently in Maintenance and Operations (M&O) phase. Deloitte supports the NextGen solution.

D. Arkansas Medicaid Enterprise (AME) Business Operations Support (BOS)

The Medicaid Management Information System (MMIS) has three (3) modules provided and managed by their respective vendors. These are: Pharmacy Benefit Management (Pharmacy) using Magellan Health's (Magellan) products; Core (financials, claims, provider management, managed care, etc.) using Gainwell's interChange (iC) system; and the Decision Support System/Data Warehouse (DSS/DW) provided by Optum Government Solutions (Optum). All the systems are currently in Maintenance and Operations (M&O) phase.

Both Pharmacy and DSS/DW are in year three (3) of seven (7) year special procurements. DDI was completed for both in 2013. Core is in year two (2) of a seven (7) year special procurement. The Core DDI was completed in 2014. All three of these systems must be reprocured via competitive means prior to their respective contract end date. DHS will stagger these procurements in an effort to ease resource and scheduling constraints brought about if all are implemented within the same timeline.

The decision to carve out provider management as a module has already been made, and consideration to do the same with prior authorizations is ongoing. A Request for Information (RFI) has been published for managed care, to gather enough information to consider a Managed Care module. As DHS continues to develop the modernization roadmap, other modules may be considered and become part of the overall plan.

The supported MMIS system also includes the Fiserv Authenticare solution for Electronic Visit Verification (EVV). This system moved into M&O on 12/1/2022. This is a seven (7) year contract, currently in year two (2). The EVV system has not yet received Centers for Medicare & Medicaid Services (CMS) certification.

The overall PMO services required are outlined in this RFP. The final scope, cost, and timing will be defined in detail in the Statement of Work to be developed as part of contract negotiations.

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

2.2 MINIMUM QUALIFICATIONS

The PMO Contractor **must** meet the following requirements:

- A. The PMO Contractor must meet all of the following:
 - a. Experience with three (3) projects similar in size, complexity, and scope to this RFP in the past seven (7) years. At least one (1) of the three (3) referenced projects must have transitioned from implementation to operations
 - b. Experience providing project management services to two (2) State Medicaid Agencies
 - c. Experience supporting design, development, implementation and/or operations support for Medicaid modules (e.g., MMIS, integrated eligibility and enrollment, decision support system, pharmacy benefits management)
- B. The PMO Contractor **must** accurately complete, sign, and submit Attachment H – Client History Form.
- C. The PMO Contractor **must** be registered to do business in the State of Arkansas and in good standing by the initial start of any resulting contract. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- D. The Prospective Contractor **must** include a copy of all required licensure and certification documents in the Prospective Contractor's response to this solicitation. See "Response Documents."
- E. The Prospective Contractor **must** provide a Letter of Bondability.

2.3 SCOPE OF WORK INCLUDING CONTRACTOR RESPONSIBILITIES

DHS is seeking professional services to operate a Program Management Office (PMO) that assists DHS's executive leadership in managing and overseeing multiple efforts within the Agency. The successful bidder under this Solicitation shall be responsible for all responsibilities and activities associated with PMO services, which include without limitation, all General Scope of Work Requirements and associated responsibilities and activities contained in Section 2.3 herein. Upon mutual agreement of DHS and the PMO Contractor, additional PMO responsibilities, tasks, and activities may be added to the resultant Contract, as necessary, to meet the needs of DHS.

While the PMO Contractor is considered staff augmentation for DHS, the PMO Contractor does not make or have final signoff authority but does act on DHS's behalf under direction of DHS. This section outlines the responsibilities and requirements for the PMO Contractor. Additional responsibilities and tasks may be further defined during contract negotiations and finalization of the scope of work.

A. Business Operations Support (BOS) Team Services

The Arkansas Medicaid Enterprise (AME) Business Operations Support (BOS) team provides staff augmentation to support the multiple MMIS systems in accordance with CMS regulations and State rules. The PMO Contractor has responsibilities in all areas of maintenance and operations, including (but not limited to) system design and support, implementations, project management, vendor coordination, audits, troubleshooting, and testing. The BOS team is responsible for informing the Division of Medical Services (DMS) Leadership, of daily operations overseen by the AME IT Director. Federal funding is 75% for the operations phase of the contract, with 90% Federal funding for major enhancements. In addition to PMO services, BOS Team members support and perform daily business operations for Arkansas Medicaid.

BOS support services include (not all inclusive):

- Core Medicaid Management Information System (MMIS) and services
- Data Warehouse/Decision Support System (DW/DSS) and services
- Management and Administrative Reporting (MAR) system and services
- Pharmacy Benefit Management (PBM) system and services
- Dental Managed Care (DMC) functionality
- Full-risk managed care organization (MCO) functionality, including for the Provider-led Arkansas Shared Savings Entity (PASSE) program
- Non-Emergency Transportation (NET) functionality
- Encounter Coordination with Managed Care Organizations (MCOs) such as PASSE, DMC, Program of All-inclusive Care for the Elderly (PACE), NET, etc., to ensure quality of data
- Medicaid Expansion services (ARHOME, Life360, Opportunities for Success Initiative)
- Medicaid Information Technology Architecture (MITA) assessments/updates
- Information/Data Strategy advisory services
- Transformed Medicaid Statistical Information System (T-MSIS) and services, including currency and completeness of data
- MMIS/Arkansas Integrated Eligibility System (ARIES) integration
- MMIS/Electronic Visit Verification (EVV) integration, home health rollout and continued operations of personal care
- CMS Interoperability and Patient Access final rule advisory services
- Interoperability Mobile Data Platform (MyARMedicaid)
- Electronic Data Interchange (EDI) expertise
- Secure data/document transfer (Progress MOVEit)
- AME Strategic planning
- Research, recommendations, and definition of MES Strategic Roadmap
- System Integration Testing (SIT), User acceptance testing (UAT) Testing; Release Management oversight
- System decommissioning
- Documentation review (both State and Vendor documentation)
- Technical support in areas of Security, Conversion, and Interfaces
- Business support in Requirement and Design sessions (includes new, minor, and major enhancements)
- Change Control Board facilitation
- Organization Change Management (OCM) and process improvement support
- Vendor deliverable monitoring and reporting; Vendor quality assurance management
- Creation and update of Advanced Planning Documents (APD)
- Requirements gathering, analysis, recommendations, and creation of Request for Proposal (RFP) and Request for Information (RFI) for AME IT-related contracts.
- Financial monitoring and budget oversight for the Arkansas Medicaid Enterprise (AME) program
- CMS Certification readiness activities
- Project Management for major system enhancements
- DDI services for (re)procured MMIS modules
- Other business priorities for DMS and other Medicaid divisions within DHS

B. Information Technology PMO Team Services

The Information Technology (IT) PMO provides Arkansas DHS with the support needed to standardize project management practices, as well as determine methodologies for repeatable processes. The IT PMO assists DHS in managing health and human services programs in an era of transformation of the nation's healthcare system through

healthcare reform and electronic health information technology. The IT PMO monitors and controls scope, time, quality, and costs, along with providing structure and organization on each project.

IT PMO Services include (not all inclusive):

- The Quickbase Portfolio managed by the IT PMO team, which ranges from four to seven (4-7) projects each month in various stages on the project life cycle. There are currently eleven (11) Quickbase applications in production, and six (6) more being designed or coded.
- Working with DHS and solutions vendors to ensure each application is well designed, documented, and tested before they move to production and operations support.
- Activities performed by the IT PMO DHS Executive Process Mapping team that focuses on working up to seven (7) process mapping/improvement activities each month. The team will work with all divisions within DHS to identify, list, document, and analyze processes to find areas of improvement, and implement solutions to address those areas with the intent to increase productivity, streamline workflows, and adapt to changing business/program(s) needs.
- IT PMO provides staff augmentation support to the DHS Chief Information Security Officer (CISO).
- Project Advisory Support (ad hoc, professional consultation to State management)
- Project Management Support and Services (for current projects executing project plans; also, for new or restarted projects that require initiation and/or planning phases)
- Project Oversight (monitoring and controlling all project work regardless of phase)

C. Arkansas Integrated Eligibility System (ARIES) PMO Team Services

The Arkansas Integrated Eligibility System (ARIES) PMO assists DHS in the successful implementation and operation of the integrated eligibility system. In coordination with DHS and DCO leadership, the ARIES PMO plans, directs, coordinates, and leads activities of the Program to ensure that goals and objectives are accomplished within the prescribed time frame and funding parameters. The ARIES PMO oversees project delivery, recognizes, and solves potential problems, and evaluates project effectiveness for program improvement opportunities. The ARIES PMO evaluates the State's and DHS's present and future needs and offers recommendations to DHS and DCO leadership.

ARIES PMO support activities include (not all inclusive):

- APD creation and updates (USDA's Food and Nutrition Service (FNS) and CMS)
- Financial monitoring and budget oversight for the ARIES program
- Integrated schedule and deliverable monitoring and reporting
- Executive Steering Committee and Change Control Board facilitation
- Certification Readiness activities
- Vendor management and Quality review
- UAT testing participation and support/oversight
- Technical support, including but not limited to areas of Security, Conversion, and Interfaces
- Business support, including but not limited to Requirement and Design sessions
- OCM and Process improvement support

D. Comprehensive Child Welfare Information System (CCWIS) PMO Team Services

The CCWIS PMO Team, in coordination with DHS and DCFS leadership plans, directs, coordinates, and leads activities of the Project/Program to ensure that goals and objectives are accomplished within the defined timeframe and funding parameters. This team supervises the DDI efforts for project delivery, recognizes and solves potential problems, and evaluates project effectiveness for program improvement opportunities.

CCWIS Support Services include (not all inclusive):

- Ensuring the proper level of Program/Project Management controls are in place
- Oversight of all system integrator activities during DDI
- Process Modeling
- Requirements validation support
- Joint Application Design (JAD) session support
- UAT preparation and execution
- Preparation for ACF compliance
- Operational and Implementation Readiness

- Go Live activities
- Transition to Maintenance and Operations
- Maintenance and Operations support

E. Scope of Work Requirements

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
R1	Program Operations Support and Management	<p>The PMO Contractor shall provide Operations Maintenance, Enhancement support and Program Management of the Arkansas Department of Human Services (DHS) approved programs in each of the Project Management Office (PMO) verticals (Arkansas Medicaid Enterprise (AME) Business Operations Support (BOS); Information Technology (IT); Arkansas Integrated Eligibility System (ARIES); and Comprehensive Child Welfare Information System (CCWIS)), or any additional project verticals added, throughout the life of the Contract. The Contractor must follow industry standards as approved by DHS for project management and system development processes throughout the life of the Contract.</p> <p>DHS defines operations support, maintenance, and program management for each solution as follows:</p> <ol style="list-style-type: none"> 1. Making recommendations based on requirements gathered through conversations with DHS designated stakeholders for each of the approved DHS programs. Configuration recommendations may include, but are not limited to, changes to table values, parameters, codes, and business logic, including hardcoded business logic. 2. Supporting correction of deficiencies (defects) found in vendor's solution(s) based on detailed requirements described in the scope of work and published design specifications. 3. Supporting correction of deficiencies (defects) found in the vendor's solution(s) based on a failure to meet the detailed requirements in 	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<p>completed enhancement, configuration, or maintenance requests.</p> <p>4. Conducting research requested by the State or as required to support DHS. For example:</p> <ul style="list-style-type: none"> a. System behavior and results b. New healthcare initiatives c. Best practices research across states and industry d. Impacts of new State and federal legislation and regulation <p>5. Oversight of module vendors' maintenance of their system(s). Examples of maintenance include but are not limited to:</p> <ul style="list-style-type: none"> a. Performance optimization b. Database management c. Coordination of software, hardware, and tools (e.g., patches, upgrades, and replacement) enhancement with vendors d. Interface and report changes e. Making corrections or changes to maintain the integrity of the system or the data within a specific DHS-approved program (e.g., support solution vendors in backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy) <p>6. Support the State and the solution vendors in using appropriate testing, configuration, and change control procedures.</p> <p>7. Oversight and support of system updates, user, and training documentation and</p>				

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<p>online help to reflect changes that have been made to the solution.</p> <p>8. Performing the activities above to maintain customizations implemented as part of an approved enhancement for each of the DHS-approved programs.</p>				
R2	Program Operations Support and Management	<p>The PMO Contractor shall support DHS programs with writing, reviewing, and submitting Advance Planning Documents (APDs) to federal agencies. Other activities related to APD process include but are not limited to:</p> <ol style="list-style-type: none"> 1. Development of Annual Planning Documents (Data Quality Plan, all federal reports) 2. Update APDs 3. Submit in a format approved by DHS an APD Update Document when needed, as determined by DHS. 4. Provide APD Update Information as needed and when requested by DHS. 	X		X	X
R3	Program Operations Support and Management	<p>The PMO Contractor shall participate in user acceptance testing (UAT), and support/oversight, including but not limited to test plan creation, management of test cases (JAMA), and reporting.</p>	X	X	X	X
R4	Program Operations Support and Management	<p>The PMO Contractor shall provide technical support for DHS approved programs, including but not limited to the areas of Security, Interfaces, data sharing agreements, and any cloud-based service.</p>	X	X	X	X
R5	Program Operations Support and Management	<p>The PMO Contractor shall be responsible for the financial monitoring and budget oversight for DHS approved programs. These financial and budgeting functions may include but are not limited to:</p> <ol style="list-style-type: none"> a. Reconcile, report, track, and forecast financial spending against APDs, budgets and invoices b. Manage and track invoices for state approval c. Manage and track software procurement and renewals for state approval d. Manage and track deliverable invoices for state approval 	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<p>e. Assist in creating, updating, and reporting on APDs, Contracts, Change Requests, and SOWs</p> <p>f. Provide updates and reports for the appropriate status meetings.</p>				
R6	Program Operations Support and Management	The PMO Contractor shall be responsible for coordinating and drafting responses for any audits, such as State/Legislative audit and Federal audits, including any Corrective Action Plans and responses submitted by DHS.	X		X	X
R7	Program Operations Support and Management	The PMO Contractor shall be responsible for the coordination of vendors and interface partners that support the DHS approved programs, including but not limited to the system integrator, documentation management, print center, translation service, call center, Arkansas Department of Transformation and Shared Services (TSS), Department of Information Systems (DIS).	X		X	X
R8	Program Operations Support and Management	The PMO Contractor shall support project administration/coordination activities, including facilitating onboarding and offboarding of State and PMO Contractor personnel to the project.	X		X	
R9	Program Operations Support and Management	The PMO Contractor shall facilitate all required regular meetings and communication with Federal partners, including taking minutes and distributing minutes to DHS and PMO Contractor staff after the meeting.	X		X	
R10	Program Operations Support and Management	The PMO Contractor shall be responsible for the coordination, facilitation, and documentation related to project governance, including but not limited to Executive Steering Committee and Change Control Board.	X	X	X	
R11	Program Operations Support and Management	The PMO Contractor shall collaborate with DHS to determine if UAT leads should be added and provide those resources to facilitate project implementation. Any additional staff assignment must be approved by DHS prior to the initiation of work.	X		X	X
R12	Program Operations Support and Management	The PMO Contractor shall support the evaluation of emerging technologies as appropriate to ensure that the DHS workforce remains productive, nimble, and responsive to changing needs.	X	X		

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
R13	Project Operations and Program Support	The PMO Contractor shall coordinate, manage, and perform UAT testing for software releases.	X	X	X	X
R14	Project Management – Planning	The PMO Contractor shall provide advisory consulting services in the following areas: <ol style="list-style-type: none"> 1. Project requirements 2. Discovery of project information 3. Formation of the project 4. Planning the project 5. Determination of project feasibility 6. Providing project management guidance to the DHS team responsible for the project 7. Participating in DHS scheduled meetings to discuss proposed project strategy and direction development. Participation may include meeting facilitation, providing subject matter expertise, and/or ensuring proper meeting management (generating meeting agendas, taking notes, capturing action items, etc.). 	X	X	X	X
R15	Project Management – Planning	The PMO Contractor shall provide deliverables or documentation as defined in the Project Work Plan (PWP) and approved by DHS.	X	X	X	X
R16	Project Management – Planning	The PMO Contractor must employ a project management approach that will satisfy the scope of work and incorporate all activities described in the RFP. The Contractor shall adjust the project management approach or project schedules, as necessary, to collaborate with other vendors in order to incrementally build the enterprise platform.	X	X	X	X
R17	Project Management – Planning	The PMO Contractor shall provide deliverables that, at a minimum, meet the following quality standards: <ol style="list-style-type: none"> a. Provide accurate and comprehensive content, reflecting the specific requirements for the deliverable b. Ensure appropriate technical level for the audience c. Utilize correct grammar, spelling, and versioning d. Ensure diagrams are clear, concise, and value added 	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<ul style="list-style-type: none"> e. Follow industry-related standards f. Appropriately define and reference information g. Comply with Federal and State laws and regulations. 				
R18	Project Management – Planning	<p>The PMO Contractor shall develop and maintain a Project Management Plan (PMP): The purpose of the PMP is to provide a comprehensive baseline of what needs to be achieved by the project, how it is to be achieved, who will be involved, how it will be reported and measured, and how information will be communicated with the project. It will serve as a reference for decisions and clarifications.</p> <p>All relevant project plans including but not limited to the Communication Plan, Change Management Plan, Staffing Management Plan, Quality Management Plan, Risk Management Plan, Issue Management Plan, Master Schedule, and the Work Breakdown Structure are incorporated into the PMP. The PMP shall serve as a living document that evolves as the project progresses and is updated at a regular interval with the latest relevant information, as required by the project. The update schedule for the PMP shall be determined by DHS at the start of the project.</p> <p>The PMP may be broken into separate documents, but all documents will be considered sections of the PMP.</p>	X	X	X	X
R19	Project Management – Planning	<p>The PMO Contractor shall develop and maintain a detailed Project Plan (PP) presented as a Gantt Chart based on days, aligned with the scope of work outlined in this RFP. The PP must identify planned completion dates for all deliverables and milestones. Additionally, the PP must include the elements for an Enterprise Master Schedule (EMS) including start and end dates of major phases, key project milestones, integration points, cross-module dependencies, and sufficient information to support the DHS, Office of Information Technology (OIT) and DHS reporting requirements. The PP must be continually refined and updated as the projects progress and</p>	X	X	X	

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		will retain the baseline for comparative reporting.				
R20	Project Management – Planning	The PMO Contractor shall coordinate with DHS and other solution vendors as required by DHS, to support the program-level change management process.	X	X	X	X
R21	Project Management – Planning	The PMO Contractor shall be required to work collaboratively with DHS, DHS OIT, and any DHS designated internal or external vendor partners to provide schedule information to be included in the master project schedules for each program area. Elements necessary for the master project schedule include start and end dates of major phases, key project milestones, integration points, cross-module dependencies, and sufficient information to support the DHS OIT reporting requirements.	X	X	X	X
R22	Project Management – Planning	The PMO Contractor shall provide samples of the Project Management Tools and Project Control Methods intended to use as part of this solicitation. These samples shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, and report to DHS, respond to requests by DHS, and interact and coordinate with other involved parties.	X	X	X	X
R23	Project Management – Planning	The PMO Contractor shall work with DHS to develop and implement a Medicaid Enterprise System (MES) modularity Roadmap Strategy that aligns with DHS's Enterprise implementation plan. At a minimum, the roadmap shall contain components including but not limited to: <ol style="list-style-type: none"> 1. Enterprise modularity vision 2. Objectives and indicators of the modularity strategy 3. Module procurement timeline and runway of the MES system 4. Module descriptions including services and integration requirements 5. Support technical architecture diagrams system integration structure 	X	X	X	

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
R24	Project Management – Planning	The PMO Contractor shall align all project management processes and work plans with the overall MES Roadmap and Project Plan.	X	X	X	
R25	Project Management – Planning	The PMO Contractor shall provide subject matter expertise in project and/or business operations strategy and direction as requested by DHS and OIT.	X	X	X	X
R26	Project Management – Planning	The PMO Contractor shall be required to provide a stakeholder responsibility assignment RACI (Responsible, Accountable, Consulted, and Informed) Matrix, as part of the overall Communications Plan established for the PMO.	X	X	X	X
R27	Project Management – Planning	The PMO Contractor shall provide business area services to assist DHS in defining and implementing new and/or revised business processes and programs as they become approved by DHS.	X	X	X	X
R28	Project Management – Reporting	The PMO Contractor shall submit an Advisory Support Report quarterly, or upon demand by DHS, in a format approved by DHS.	X	X	X	X
R29	Project Management – Reporting	The PMO Contractor shall submit a monthly Staffing Management Plan Report update to DHS in a format approved by DHS by the last day of each month.	X	X	X	X
R30	Project Management – Reporting	The PMO Contractor shall submit a weekly status report and/or dashboard that contains, at a minimum: <ul style="list-style-type: none"> a. A complete set of updated and current output from the PP along with a copy of the corresponding project schedule files in electronic version b. A description of the overall completion status of each project including schedule variations that report the earned value of the work completed, the planned value of the work completed, and the variance c. Planned tasks and activities for the next month d. The deliverable status, with percentage of completion and time ahead or behind schedule for particular tasks 	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<ul style="list-style-type: none"> e. Identification of any staffing issues or changes in the Resource Allocation Matrix f. Newly identified issues, and an updated status on all issues being monitored g. Newly identified risks, and an updated status on all risks being monitored h. Metrics necessary to support any State or federal audit reporting requirements i. Testing status and metrics j. Reconcile APD hours versus invoiced amounts and PO hours (monthly) k. An updated status on all service-level agreements (SLA) being monitored l. Assumptions identified within the reporting period m. Issues identified within the reporting period 				
R31	Project Management – Reporting	The PMO Contractor shall submit a weekly Risk and Issues Report and/or dashboard summarizing the potential risks for the project and how to address them should they become issues. The Risk and Issues Report or Dashboard must also identify how many risks became issues that month and if the steps identified to address them were implemented. The report shall be delivered in a format approved by DHS.	X	X	X	X
R32	Project Management – Reporting	The PMO Contractor shall submit a monthly Performance Review Report and/or dashboard in a format approved by DHS by the last day of each month.	X	X	X	X
R33	Project Management – Reporting	The PMO Contractor shall submit a monthly Executive Summary Report and/or dashboard in a format approved by DHS by the last day of each month.	X	X	X	X
R34	Project Management – Reporting	The PMO Contractor shall submit a weekly Project Plan Update and/or dashboard in a format approved by DHS.	X	X	X	X
R35	Project Management – Reporting	The PMO Contractor shall coordinate solution(s) deliverable and milestone walkthroughs and participate in other vendor's walkthroughs as required by DHS.	X	X	X	X
R36	Project Management – Meetings	The PMO Contractor shall be in charge of documenting and distributing to relevant DHS stakeholders all agendas, meeting minutes, and other	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		information required for the project's successful implementation.				
R37	Project Management – Meetings	The PMO Contractor shall participate in necessary meetings with the stakeholders and/or other contractors. The PMO Contractor shall conduct meetings to discuss project tasks and activities, review project status, issues, risks, SLAs, changes, and other areas specific to the scope of work. Technical solution changes and modifications may also be discussed during the status meetings. The cadence for the status meetings will be mutually agreed upon with DHS. DHS, at its discretion, may require the PMO Contractor to attend additional meetings from time to time.	X	X	X	X
R38	Project Management – Meetings	The PMO Contractor shall conduct a project initiation kickoff meeting with DHS identified key stakeholders and designated DHS staff, as applicable.	X	X	X	X
R39	Project Management – Meetings	The PMO Contractor shall facilitate, prepare, and provide materials for project planning meetings including but not limited to any daily stand-up meetings or weekly meetings required by the project(s).	X	X	X	X
R40	General Project Management	The PMO Contractor shall support DHS and DHS's Vendors in Independent Verification and Validation (IV&V) activities associated with the DHS Vendor to accomplish project/program goals.	X	X	X	X
R41	General Project Management	The PMO Contractor shall implement procedures and tools for tracking project action items, decisions, issues, risks, and defects. For DHS projects, the PMO provider must employ JIRA, JAMA, and plugins (or any other DHS-approved technology) and include consulting, implementation, best practices, and M&O services. This includes risk and issues tracking, defect monitoring, workflows, action items, trouble tickets, integration, dashboards, and change management. All JIRA, JAMA, and plugins will be purchased by DHS.	X	X	X	X
R42	General Project Management	The PMO Contractor shall establish and utilize a deliverable review and acceptance process agreed upon by DHS that incorporates the following:	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<ul style="list-style-type: none"> a. Review cycles, which will be conducted and scaled to the size and complexity of the deliverables b. Deliverables will need to reflect coordination with the overall Arkansas Medicaid Enterprise (AME) modular program and will follow agreed upon change control processes c. Informal reviews and walkthroughs of draft and final deliverables are encouraged d. Queuing up excessive deliverables for simultaneous review is unacceptable to DHS 				
R43	General Project Management	<p>The PMO Contractor shall provide Project Management support for newly approved projects, and projects in the Design Development and Implementation (DDI) phase to meet the following requirements:</p> <ul style="list-style-type: none"> 1. Provide all services in the Project Advisory Support and Project Management Support 2. Provide the PMO staff to manage the project with DHS business participation 3. Provide recommended project management controls needed to the DHS Project Manager for approval within thirty (30) business days after the contract start date 4. Develop, execute, and submit for DHS approval a Project Plan for the new project; Project Plan shall align with other managed Project Plans 5. Develop or modify Project Schedule, PMPs, and the monthly DHS Project report 6. Submit a Project Schedule in a format approved by DHS per each individual project, and as directed by DHS 7. Submit PMPs in a format approved by DHS per individual project needs and as directed by DHS. 	X	X	X	X
R44	General Project Management	The PMO Contractor shall follow and manage the major tasks involved in project management, as they are defined and described in the DHS approved Project Plan(s).	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
R45	General Project Management	The PMO Contractor shall provide project management guidance to DHS project managers in business and technical units.	X	X	X	X
R46	General Project Management	The PMO Contractor shall review business requirements to validate that the requirements conform to all needed standards and meet the business needs of DHS.	X	X	X	X
R47	General Project Management	The PMO Contractor shall define workflows and align project processes to interoperate with other DHS Vendors and DHS projects. The PMO Contractor shall assist with development of supportive procedures and policies, and identify necessary staff, skills, and training needs to support the new processes and programs as they are approved by DHS.	X	X	X	X
R48	General Project Management	<p>The PMO Contractor shall provide Project Oversight Services as follows:</p> <ol style="list-style-type: none"> 1. Provide the PMO staff needed to centralize project management reporting and evaluation 2. Participate in DHS scheduled meetings to discuss project strategy and direction. Participation may include meeting facilitation, providing subject matter expertise, and/or ensuring proper meeting management (generating meeting agendas, taking notes, capturing action items, etc.) 3. Participate in and support all project and program governance activities 4. Escalate Project decisions that require DHS management involvement. The processes associated with escalation will be defined in the project plan. The processes associated with escalation will be defined by project PMO director and approved by DHS 5. Provide integration and coordination across PMO verticals and provide standardized reporting of all DHS approved projects to all relevant stakeholders, as identified by the designated DHS staff. 	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<p>6. Provide the Project Manager and Project Support staff to provide services identified by DHS</p> <p>7. Provide oversight reporting to DHS via the DHS PMO SharePoint site (or any approved DHS tool) as well as email. The first report will be presented the month following the first full month of project performance (due on the 15th of each month thereafter)</p> <p>8. Submit, in a format approved by DHS, a PMO Contractor Project Status Report. The PMO Contractor Project Status Report shall be submitted each Friday by close of business.</p> <p>9. Provide formal project management training to designated DHS staff as identified by DHS leadership.</p> <p>10. All other tasks associated with Project Oversight Services.</p>				
R49	Project Management – Documentation	The PMO Contractor shall use an electronic document repository approved by DHS for project documents and deliverables. The PMO Contractor, designated DHS staff, and other DHS Vendors with the appropriate security level must have the ability to upload/attach new or revised versions of documents. The repository must perform version control and allow users to view all prior versions.	X	X	X	X
R50	Project Management Documentation	The PMO Contractor shall support and contribute to the DHS's and/or the Systems Integration Services collaboration site, technical and non-technical project(s) artifacts for all DHS projects and programs, including but not limited to requirements, use cases, user stories, storyboards, system design documents, supplemental specifications, test cases, test scripts, test results, user, system, and training documentation at DHS's direction.	X	X	X	X
R51	Project Management Documentation	The PMO Contractor shall provide oversight and support to DHS to write, review, and maintain business process documentation including but not limited to standard operating procedures. The PMO Contractor shall ensure that business process documentation	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		reflects project needs. Documentation must be reviewed and approved by DHS as it is updated, but no less frequently than annually.				
R52	Project Management Documentation	The PMO Contractor shall establish and maintain project process documentation, quality control, and schedules, and report progress on program milestones and deliverables to DHS on a mutually agreed upon timeframe.	X	X	X	X
R53	Project Management Documentation	The PMO Contractor shall provide support for any federal certification or compliance requirements needed by the program and/or requested by DHS.	X	X	X	X
R54	Project Management Documentation	The PMO Contractor shall support the activities associated with reporting and analytics.	X		X	
R55	Project Management – Operations Oversight	The PMO Contractor shall be responsible for maintaining a hardware and software inventory for DHS. As part of this asset management function, the PMO Contractor will also be responsible for procurement and acquisition support, tracking end of life, and budgeting.	X	X	X	X
R56	Compliance	The PMO Contractor shall, upon request of DHS or at the end of the Contract, transfer or attest the destruction of all documentation in the custody of the PMO Contractor. The PMO Contractor shall provide the transferred records and data in a format and time frame agreed upon by DHS.	X	X	X	X
R57	Compliance	The PMO Contractor shall, immediately upon request by DHS or at the end of the Contract, return any DHS issued equipment such as laptops, cellphones, printers, books, security badges, parking passes, etc.	X	X	X	X
R58	Compliance	The PMO Contractor shall notify DHS in writing within twenty-four (24) hours following initial detection of suspected fraud or abuse and provide supporting documentation.	X	X	X	X
R59	Compliance	The PMO Contractor shall have written policies governing access to duplication of, and dissemination of all individual or entity information.	X	X	X	X
R60	Compliance	The PMO Contractor shall be in compliance with State and Federal statutes and regulations. The PMO Contractor shall also be aware of	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		upcoming changes to existing state and federal rules and regulations.				
R61	Compliance	<p>The PMO Contractor shall enter into a Business Associate Agreement (BAA) prior to the initiation of work. The Contractor and DHS acknowledge and agree that the BAA is subject to HIPAA and the HIPAA implementation regulations thereunder, and the Health Information Technology for Economic and Clinical Health Act (HITECH) and the HITECH implementation regulations thereunder. Under the BAA, both parties are responsible for security and privacy compliance and must take advantage of the appropriate security capabilities and measures and adequate data validation, as well as have appropriate policies and procedures in place to minimize or prevent unlawful access by any person who may have access to ANY data in any format.</p> <p>The PMO Contractor must have BAAs that meet the requirements set forth in this RFP with any subcontractors doing work under the Contract.</p>	X	X	X	X
R62	Compliance	The PMO Contractor must provide DHS with compliance assurances for the PMO Contractor scope of work.	X	X	X	X
R63	Compliance	The PMO Contractor and all its subcontractors shall be fully compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-1919) and Administrative Simplification (Subset of Title II) requirements in effect as of the date of release of the RFP and with any changes that subsequently occur, unless otherwise noted.	X	X	X	X
R64	Compliance	The PMO Contractor shall ensure all information not specifically identified as Protected Health Information (PHI) or Personally Identifiable Information (PII) as defined under HIPAA and/or HITECH is treated as privileged communications, held confidential, and must meet the terms and conditions specified in the RFP, BAA, and Contract.	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
R65	Compliance	The PMO Contractor shall follow all applicable technical standards for site and system security policies and procedures to protect DHS's healthcare data and information systems.	X	X	X	X
R66	Compliance	The PMO Contractor's data management approach and operational policies shall meet HIPAA, HITECH, American Recovery and Reinvestment Act (ARRA), and other federal and State privacy and security requirements.	X	X	X	X
R67	Compliance	The PMO Contractor shall comply with the e-Government Act of 2002, Patient Protection and Affordable Care Act of 2010, Section 1561 Recommendations; Section 471(a)(8) of the Social Security Act; and Section 106(b)(2)(B)(viii) of the Child Abuse Prevention and Treatment Act) for compliance across Medicaid programs and/or technologies.	X	X	X	X
R68	Compliance	The PMO Contractor shall ensure that all data is retained and in compliance with the Arkansas General Records Retention Schedule, which can be viewed at: https://www.dfa.arkansas.gov/intergovernmental-services/records-retention-schedule .	X	X	X	X
R69	Compliance	The PMO Contractor shall follow DHS Enterprise Architecture Standards regarding identity, authorization, and access management (Attachment K).	X	X	X	X
R70	Compliance	The PMO Contractor shall facilitate work with DHS vendors to ensure that the following security and privacy activities are completed (list is inclusive but not exhaustive): <ul style="list-style-type: none"> Decommissioning of any unneeded hardware, software, and licenses. Oversight of DHS vendor audit trail of users, including database administrators. Support risk assessments and security audit reports on an annual basis and when additions or changes to functionality in any of the programs impact the security framework, architecture, or when a new vulnerability exists. Support DHS vendor penetration testing prior to 	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<p>implementation of any solution, and on annual basis thereafter.</p> <ul style="list-style-type: none"> • Support and maintain policies and procedures for security clearance and staffing controls for allowing access to confidential information and/or to restricted areas within the PMO Contractor's solution. • Support DHS vendor compliance with NIST Federal Information Processing Standards (FIPS) Publication 180-4: Secure Hash Standards as required by CMS for use of secure hash algorithms. • Support DHS vendor compliance with Minimum Acceptable Risk Safeguards for Exchanges (MARS-E) 2.2 and DOD 8500.2. • Support multi-vendor response to all risks identified through the periodic security risk assessments with a CMS Information Security Program Plan of Action and Milestones (POA&M) containing clarifying information, a proposed mitigation strategy, if necessary, a timeline for implementation, and shall work with DHS to successfully execute the POA&Ms. 				
R71	Training Support	The PMO Contractor shall conduct training needs assessments to support DHS identified needs, and development of Training Plans for any project managed as part of this RFP and the resulting Contract. At a minimum, the Training Plans shall detail training outcomes, training modalities, and schedules. The Training Plans must be submitted to DHS for approval prior to implementation.	X	X	X	X
R72	Training Support	The PMO Contractor shall support DHS module vendors in developing training materials and mediums, coordinate and conduct training sessions to support training needs for all project/programs managed by this RFP and the resulting Contract as outlined by the DHS approved Training Plans.	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
R73	Training Support	The PMO Contractor shall assist designated DHS staff and DHS module vendors in measuring training outcomes, provide additional training as needed, and conduct post training satisfaction surveys using a tool approved by DHS.	X	X	X	X
R74	General Support	The PMO Contractor shall facilitate release management and change control processes using tools such as but not limited to JIRA.	X	X	X	
R75	General Support	The PMO Contractor shall support and coordinate DHS vendor management and quality review.	X		X	
R76	General Support	The PMO Contractor shall provide business support for the BOS and ARIES programs, including but not limited to coordination, facilitation, and analysis related to BOS and ARIES functionality and enhancements, support in requirements and design sessions, and system demonstrations. Contractor shall also support, review and comment on design documentation.	X		X	
R77	General Support	The PMO Contractor shall provide Organizational Change Management (OCM) and Business Process Improvement support, including but not limited to creation and maintenance of communication materials and business process documentation.	X		X	
R78	General Support	The PMO Contractor shall facilitate, and coordinate activities related to implementing end user and provider training and OCM activities.	X			X
R79	General Support	The PMO Contractor shall be available to do Project Management for "special projects" (outside of day-to-day operations) as requested by DHS.	X	X	X	X
R80	General Support	The PMO Contractor shall coordinate and support all the transition activities related to moving the project from DDI to Maintenance and Operation phase.	X			X
R81	General Support	The PMO Contractor shall facilitate, and coordinate activities related to implementing the technical architecture/infrastructure, integration with other systems, release management activities, and conversion of data.	X			X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
R82	General Support	The PMO Contractor shall coordinate and maintain program reports and applicable dashboards on a schedule approved by DHS.	X	X		X
R83	General Support	The PMO Contractor shall maintain a project schedule for the duration of the contract.	X	X	X	X
R84	General Support	The PMO Contractor shall be responsible for all the Maintenance and Operations tasks for the program(s) including but not limited to: <ol style="list-style-type: none"> 1. Prioritize and manage any potential backlog created because of delayed system use adoption 2. Collect information from SMEs to help prioritize any developed backlog 3. Manage the warranty period (defects, issues, bugs) 	X			X
R85	General Support	The PMO Contractor shall ensure the right documents are provided to support program compliance for creating any Program Improvement Plan (PIP) that may come from any DHS approved compliance review.	X			X
R86	General Support	The PMO Contractor shall participate in State Software Development Life Cycle (SDLC) gate reviews and inform DHS of significant risks or issues as each Medicaid Enterprise System module is planned, developed, and deployed.	X	X		
R87	General Support	The PMO Contractor shall review project deliverables (PMO and SDLC artifacts), including PMPs, requirements traceability matrix, functional and technical design documents, system and user test results, release notes, and post implementation review documents for adherence to standards and report back progress to DHS monthly, or as otherwise determined by DHS.	X	X	X	
R88	General Support	The PMO Contractor shall perform a security control assessment (SCA) using CMS Minimum Acceptable Risk Standards for Exchanges (MARS-E), Version 2.2 (or the most recently released version by CMS at the time) to evaluate frameworks and systems. Other SCA activities include but are not limited to: <ol style="list-style-type: none"> 1. Planning services to define the assessment scope, and identify goals, boundaries, timeframes, and assessment activities. 	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<ol style="list-style-type: none"> 2. Reviewing all security policies and procedures in accordance with CMS and DHS security requirements. 3. Creating assessment scenarios and assumptions and defining agreeable assessment terms, as approved by DHS. 4. Performing Assessment activities defined during planning. 5. Collecting information on DHS target system/applications. 6. Enumerating, analyzing, and recording specific information about assessment targets. 7. Coordinating applicable security testing as defined by CMS or DHS policies and standards. 				
R89	General Support	<p>The PMO Contractor shall work with other DHS Vendors to:</p> <ol style="list-style-type: none"> 1. Review weekly all security risks, issues, and vulnerabilities 2. Support POA&M submissions 3. Be the point of contact to CMS and FNS for security related activities 4. Coordinate all activities around any third-party testing: penetration, 508 compliance, vulnerability, etc. 	X	X	X	
R90	General Support	<p>Six (6) months prior to the contract end date, the PMO Contractor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services. The Transition Plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date. PMO Contractor shall coordinate with and participate in all aspects of the transition with the incoming vendor(s), as part of the execution of the Transition Plan. The PMO Contractor shall not directly or</p>	X	X	X	X

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		indirectly take any action to delay or impede the transition of services to either DHS or another vendor selected by DHS.				
R91	General Support	The PMO Contractor shall provide Project Management services for Design Development and Implementation (DDI) activities for any assigned IT projects. (Scope, Requirements, Schedule, Risk and Issue, Communications, Resource, Systems, and Quality Management along with User Acceptance Testing (UAT) Testing and System Acceptance, CMS Outcomes Based Certification Preparation and Support) as well as providing additional PMO support as requested by DHS.	X	X	X	
R92	ARIES PMO Operations	The PMO Contractor shall provide the Arkansas DHS with the structure, discipline and accountability needed to successfully support the Maintenance and Operations of the integrated eligibility solution approved by DHS. The current solution at the time of this solicitation is the Deloitte NextGen solution for integrated eligibility.			X	
R93	ARIES PMO Operations	The PMO Contractor shall have experience with the following programs and areas: <ul style="list-style-type: none"> • Medicaid • The Supplemental Nutrition Assistance Program (SNAP) • The Temporary Assistance for Needy Families (TANF) program • Medicaid Eligibility and Enrollment processes • Benefit Issuance • MMIS Systems 			X	
R94	ARIES PMO Operations	The PMO Contractor shall develop and execute the applicable PMP and documentation. The PMO Contractor shall be responsible for coordinating the activities of the Program to ensure that goals and objectives are accomplished within the prescribed timeframe and funding parameters.			X	
R95	ARIES PMO Operations	The PMO Contractor shall oversee the project delivery for the ARIES system and will identify and solve potential problems as well as evaluate project effectiveness for program improvement opportunities. This includes oversight of management and oversight of the integrated schedule, deliverable			X	

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		oversight, and reporting associated with the ARIES program.				
R96	ARIES PMO Operations	The PMO Contractor shall assess the current and future needs of the State and DHS in relation to the ARIES program and make recommendations to DHS leadership.			X	
R97	ARIES PMO Operations	The PMO Contractor shall support Division of County Operations (DCO) System Support Team activities, including but not limited to help desk support and trend analysis, business analysis and resolution of potential system or user issues.			X	
R98	ARIES PMO Operations	The PMO Contractor shall support the DCO training unit for training efforts related to the ARIES program.			X	
R99	BOS Project Operations and Program Support	<p>The PMO Contractor shall provide Project Management Support for projects already in the Maintenance and Operations phase as follows:</p> <ol style="list-style-type: none"> 1. Provide all services in the Project Advisory Support Service level as needed for the project. Project Advisory Support Services focus on the processes required to plan and manage projects, improve transparency and accountability among stakeholders, control cost, and avoid, minimize, or resolve disputes during the project(s) lifecycle effectively and efficiently. 2. Co-lead the Project (as a PMO Project Manager) with the DHS Project Manager (PM), Business Manager, and Project Sponsor. 3. Determine and implement the level of PMO project management standards based on complexity, scale, duration, and project needs. 4. Review and update processes and training materials. Training modalities will include, at a minimum, instructor-led training, computer based training, and static presentations. All training courses will be stored in a central DHS SharePoint 	X			

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<p>repository (or any approved DHS tool). Training materials shall be approved by DHS.</p> <ol style="list-style-type: none"> 5. Provide training to project stakeholders identified by DHS on Project Management processes. 6. Participate as an assessor or administrative support team member with business and technical assessments of Module Vendor's processes, products, and services. Participation may include providing subject matter expertise, facilitation of assessment process or project and task management. 7. Co-manage with DHS all Maintenance and Operations activities. 8. Perform assigned scheduled activities pertaining to project evaluation. 9. Submit weekly Project Status Reports in a format approved by DHS. Report shall be submitted each Friday by close of business. <p>As new DHS Projects are identified, DHS, and the PMO Contractor will review each project with DHS and DHS OIT leadership to determine the level of support needed and impact to the DHS.</p>				
R100	BOS Project Operations and Program Support	The PMO Contractor shall provide project management oversight for all assigned and approved DHS projects for the duration of the contract, including but not limited to supporting The Division of Medical Services (DMS) with CMS Outcomes Based Certification (OBC) of the Medicaid Enterprise Systems (MES) modules or projects, and other Medicaid related systems as it may be applicable.	X			
R101	BOS Project Operations and Program Support – Certification	The PMO Contractor shall provide project management and subject matter expertise support to DMS to achieve CMS OBC for the MES modules and other Medicaid-related systems as it may be applicable. OBC activities might include but not be limited to: <ol style="list-style-type: none"> 1. Project Planning Phase 2. Procurement Planning Phase 	X			

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		3. Development Phase 4. Pre-Production Phase: Operational Readiness Review 5. Production Phase: Requesting a Certification Review 6. Production Phase: Certification Review 7. Operational Reporting Phase				
R102	BOS Project Operations and Program Support	The PMO Contractor shall provide Project Management services for DDI activities for any assigned technical projects. These activities shall include but are not limited to: <ol style="list-style-type: none"> 1. Scope Development 2. Requirements Gathering 3. Schedule/Planning 4. Risk and Issue Assessment and Management 5. Communications Planning 6. Resource Managing 7. Quality Management 8. Lessons Learned Gathering 9. Support of User Acceptance Testing and System Acceptance 	X			
R103	BOS Project Operations and Program Support	The PMO Contractor shall be responsible for assessing project staffing needs and developing a Staffing and Resource Plan for any DHS and DHS OIT projects included in this RFP or the resulting contract or requested and approved by DHS.	X			
R104	BOS Project Operations and Program Support	The PMO Contractor shall provide ongoing business operations support for the AME systems/modules, including without limitation: <ol style="list-style-type: none"> 1. Provide support for DMS operations to include the following: <ol style="list-style-type: none"> a. Defect Monitoring and Management b. Requirements Management c. Change Management including Design Sessions for Change Requests (CR), Change Orders (CO), and CR/CO Monitoring d. CR, CO, and Defect Implementation Schedule Management e. Module Vendor Management f. System Integration Test Validation 	X			

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
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		<ul style="list-style-type: none"> g. User Acceptance Test Management h. Certification Preparation and Support i. Additional BOS support as requested by DMS <ul style="list-style-type: none"> 2. Establish and maintain a relationship-driven BOS that continues to support and foster strong relationships with DMS stakeholders and vendors, as determined by DMS. 3. Train DHS staff and Module Vendors on practices and standards necessary to support operational activities, as determined by DMS. 4. Lead defect identification, support priority assessment, and manage resolution status activities. 5. Collaborate with Change Control managers to establish change request impacts and priorities. 6. Participate in Change Control processes including CR Management and CR Requirements and Design sessions. 7. Support DMS with CR, CO and Defect implementation planning, scheduling, and execution. 8. In conjunction with State Subject Matter Experts (SMEs), the PMO Contractor shall lead and perform business and technical assessments of Module Vendors processes and products (CO, CR, Defects), including documentation reviews, in order to assure all Module Vendor's documentation is up to date and in compliance with system requirements, technical architecture, and implementation requirements. 9. Facilitate communication activities with DHS SMEs regarding: <ul style="list-style-type: none"> a. Validation/testing of defect resolutions and 				

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<p>results: System Integration Testing (SIT) and User Acceptance Testing (UAT)</p> <ul style="list-style-type: none"> b. Defect promotion c. Periodic meetings with SMEs to discuss additional functionality needed and existing issues, as determined by DMS <p>10. Facilitate and manage BOS meetings with DMS and Module vendors.</p> <p>11. Participate in operations strategy and direction as requested by DMS.</p> <p>12. Support DMS in the development of Security Profiles. Security Profiles shall define which networks, log sources, and domains each user can access.</p> <p>13. Support Module Vendors in the following communications activities:</p> <ul style="list-style-type: none"> a. Identification of needed Provider and Beneficiary Communications resulting from system and policy changes. b. Identification of Provider and State User Training resulting from system and policy changes. c. Development and updating of Provider and State User Guides as needed. d. Development and delivery of a Business Operations Communications Plan, including Organizational Change Management (OCM). 				
R105	BOS Project Operations and Program Support	<p>The PMO Contractor shall provide the following business operations support for Enhancement Project activities, including without limitation:</p> <ul style="list-style-type: none"> 1. Follow all processes and procedures established by 	X			

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		<p>DHS for the execution of a project.</p> <ol style="list-style-type: none"> 2. Establish and maintain a relationship-driven BOS by creating a proactive, productive, and professional relationship with DHS staff and Module Vendors. 3. Facilitate Module Vendor training on DHS processes. 4. Lead and perform business and technical assessments of Module Vendor processes and products to assure Module Vendor compliance with tasking, system requirements, technical architecture, deliverables, milestones, and implementation requirements. 5. Facilitate and manage BOS owned project meetings with DHS and the Module Vendors as defined in DHS governance documents. 6. Engage in project strategy and direction discussions as requested by DMS. 7. Utilizing the plans and documents required for each enhancement project as defined by the DHS, support DMS with implementation planning, leadership, and execution; upon request, work with DHS to draft communications about any workforce transitions and help facilitate employee meetings related to OCM activities with existing DHS staff. 8. Provide project management guidance to managers and staff in affected DHS business and technical units. Assist DHS with planning the participation of state business and technical staff. Assess the state participation levels and assist with supporting the needed enhancement project activities. 9. Develop and execute an OCM Plan as needed. 10. Assist with APD development, AME related RFI/RFP development, protest support, and other activities as needed 				

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			BOS	IT	ARIES	CCWIS
		to support procurement and implementation of new/enhanced Vendor Modules.				
R106	BOS Project Operations and Program Support	The PMO Contractor shall submit within thirty (30) days of an approved Deliverable Expectation Document (DED), the following project artifacts: <ol style="list-style-type: none"> 1. Business Operations Communications Plan 2. Quality Assurance Management Plan 3. Organizational Change Management Plan 4. Vendor Management Plan 	X			
R107	BOS Project Operations and Program Support	The PMO Contractor shall submit weekly and monthly Operations Status Reports as defined in the approved Business Operations Communications Plan, and upon a schedule set by DHS.	X			
R108	BOS Project Operations and Program Support	The PMO Contractor shall submit a monthly CMS status report as defined in the approved Business Operations Communications Plan upon a schedule set by DHS, and as determined by CMS.	X			
R109	BOS Project Operations and Program Support	The PMO Contractor shall manage the Module Vendor documentation reviews as defined in the DHS approved Quality Assurance Management Plan.	X			
R110	BOS Project Operations and Program Support	The PMO Contractor shall provide detailed analysis of each project's workflows, requirements gathering, error rates, defects, etc., with solutions and recommendations for improvement based on the analysis. Itemized project outcomes shall not be limited to reporting of error ratings or defect counts but shall include process improvement recommendations and solutions.	X			
R111	BOS Project Operations and Program Support	The PMO Contractor shall provide technical project management for activities such as but not limited to: <ol style="list-style-type: none"> 1. Migrating from an on-premise solution to a Cloud environment, such as Azure, AWS, etc. 2. Coordinating activities related to Joint Application Design (JAD) sessions 3. Creation and support of Standard Operating Procedures, requirements 	X			

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			BOS	IT	ARIES	CCWIS
		sign off, documentation repositories, etc.				
R112	CCWIS PMO Operations	The PMO Contractor shall coordinate with DHS and the Arkansas Division of Children and Family Services (DCFS) leadership in the development and execution of a CCWIS PMP to direct, coordinate, and lead all project management activities of the CCWIS Program, and to ensure that goals and objectives are accomplished within the prescribed timeframe and funding parameters.				X
R113	CCWIS PMO Operations	The PMO Contractor shall facilitate and coordinate all activities related to implementing the functions of the ARfocus modules including but not limited to eligibility and enrollment oversight, referral functions, pre-screening and investigations, and case management functions.				X
R114	CCWIS PMO Operations	The PMO Contractor shall be responsible for supporting and training state Business Associate(s) (BAs) to do design and configuration of the CCWIS program using the RedMane application.				X
R115	CCWIS PMO Operations	The PMO Contractor shall coordinate and manage the testing for quarterly and bi-annual releases for the program.				X
R116	CCWIS PMO Operations	The PMO Contractor shall assist the Division of Children and Family Services (DCFS) in the completion of the Administration for Children and Families (ACF) Self-Assessment tools.				X
R117	CCWIS PMO Operations	The PMO Contractor shall be responsible for preparing and coordinating onsite visits by ACF for CCWIS compliance reviews.				X
R118	CCWIS PMO Operations	The PMO Contractor shall be responsible for coordinating focus groups and system demonstrations as requested by ACF in order to achieve CCWIS compliance.				X
R119	CCWIS PMO Operations	The PMO Contractor may coordinate the Child & Family Service Review (CFSR), and the IV-E ¹ Eligibility.				X

¹ Title IV-E of the Social Security Act established under Title XX of the Social Security amendments and as incorporated in Title 42 U.S.C.

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
R120	CCWIS PMO Operations	The PMO Contractor shall be responsible for coordinating and maintaining all processes and tasks related to program assessments.				X
R121	IT PMO Project Support	The PMO Contractor shall review with DHS as additional DHS IT Projects are identified to determine level of support and resources needed.		X		
R122	IT PMO Project Support	The PMO Contractor shall help manage and support DHS tasks during CMS Outcome Based Certification (OBC) activities for each of the DHS approved and implemented MES modules. OBC activities might include but not be limited to: <ol style="list-style-type: none"> 1. Project Planning Phase 2. Procurement Planning Phase 3. Development Phase 4. Pre-Production Phase: Operational Readiness Review 5. Production Phase: Requesting a Certification Review 6. Production Phase: Certification Review 7. Operational Reporting Phase 		X		
R123	IT PMO Project Support	The PMO Contractor shall manage the portfolio and provide project management for small- to medium-sized projects. The abbreviated listing of support areas includes, but is not limited to: <ol style="list-style-type: none"> 1. Enterprise Background Check 2. Quick Base Portfolio 3. TR1 Fleet Management 4. Community Bridge Organization 5. DHS Website Redesign 6. AR General Ledger 7. Interoperability 8. JIRA Migration 9. Comprehensive Annual Finance Report Asset Tagging 10. DHS Internal Website Migration 11. JAMA 		X		
R124	IT PMO Project Support	The PMO Contractor shall manage and implement multiple IT projects as approved and assigned by the DHS, such projects are needed for the current and future operation of the Arkansas Medicaid program.		X		
R125	IT PMO Project Support	The PMO Contractor shall provide oversight of a multi-contractor environment to achieve the successful configuration, development, design, and implementation of the assigned IT		X		

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		projects, while keeping the projects on schedule and within budget.				
R126	IT PMO Project Support	The PMO Contractor shall provide an approved integrated Project Plan for assigned IT projects that includes the following: (Scope, Requirements, Schedule, Risk and Issue, Communications, Resource, Systems, Quality Management, UAT Testing and System Acceptance, Certification Preparation Plans) as well as provide a comprehensive Project Schedule that integrates with the Enterprise Master Schedule (EMS), if applicable.		X		
R127	IT PMO Project Support	The PMO Contractor shall perform technical assessments to identify DHS Vendor solutions regarding system problems related to technical components (hardware and software) of the DHS Vendor's system(s). Additionally, the PMO Contractor shall identify how each technical component complies with the Enterprise Architect Standards and report to DHS recommendations to maintain and/or improve compliance.		X		
R128	IT PMO Project Support	The PMO Contractor shall support DHS to review, update and follow the MES modularity Roadmap for moving forward with implementation of the assigned IT projects. The roadmap identifies all project phases, as well as major deliverables within each phase, necessary to implement business requirements in the most efficient (time and schedule) manner, with no interruptions to current business services and minimal rework. The roadmap also identifies risks associated with the phased approach and contains risk mitigation strategies for each identified risk.		X		
R129	IT PMO Project Support	The PMO Contractor shall provide performance-tuning recommendations to development and maintenance teams (i.e., index recommendations, code efficiencies).		X		
R130	IT PMO Project Support	The PMO Contractor shall work in an overflow capacity, assisting other teams with projects as needed. The IT PMO team members shall have the capability and availability to be easily transitioned to assist with BOS, Comprehensive Child Welfare Information Systems (CCWIS),		X		

Requirement ID	Category	Requirement Description	PMO Project/Program Area			
			BOS	IT	ARIES	CCWIS
		Arkansas Integrated Eligibility System (ARIES) or any other DHS approved project(s), as directed.				

2.4 STAFF QUALIFICATIONS AND EXPERIENCE

Respondents are expected to propose sufficient staff with the requisite skills to meet all requirements in this RFP. If the respondent's methodology deems a position necessary, beyond what is listed below, the respondent must identify these positions and provide a complete description of how these positions support the SOW set forth in this RFP. This should be detailed in the draft staffing management plan submitted as part of the technical proposal.

2.4.1 KEY PERSONNEL

All "key personnel" must be employed by the respondent when the proposal is submitted and must be 100% dedicated to this contract unless specified as part time. All other staff must be employed by or committed to join the respondent's organization by the beginning of the contract start date. **If the intended employee is not an employee, a letter of commitment to join the organization must be submitted prior to DMS posting the Anticipation to Award.**

During the first 180 calendar days of the contract performance period, no substitutions of Key Personnel shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, resignation, or other condition as approved by DHS Project Manager or requested by DHS. In any of these events, the Contractor shall immediately notify the DHS Project Manager in writing. The DHS Project Manager shall be responsible for communicating all DHS decisions regarding Key Personnel to the PMO Contractor.

After the initial 180 calendar day period, all proposed substitutions of Key Personnel must be submitted in writing. The request to substitute Key Personnel must be made at least thirty (30) business days in advance of the substitution. The DHS Project Manager must agree to the substitution before substitution shall become effective.

The continuity of the staff is an important component of the structure of the PMO. The PMO Contractor must agree that the project personnel may not be reassigned, replaced, or added during the contract without the prior written consent of DHS. DHS, at its discretion, shall have the right to require a change in the PMO Contractor's project personnel. Should a key or non-key staff position be requested to be modified or vacated, the PMO Contractor must provide resumes of pre-qualified candidates to DHS, and provide DHS an opportunity to interview and approve the potential replacements for that employee. The final staffing management plan submitted to DHS for review and approval must include the PMO Contractor's plans to avoid and minimize the impact of personnel changes and a process for identifying backup personnel assignments.

DHS has the option to interview and reject any and all proposed Key Personnel substitutions. If this process is not followed the PMO contractor may be subject to actions described in the "Remedies for Unacceptable Performance" section of the Performance Based Contracting Deliverables and Performance Indicators contract document.

As a minimum requirement, the PMO Contractor shall provide the following Key Personnel staff with the duties and minimum qualifications as shown in the table below. The Key Personnel are divided into four (4) distinct teams:

1. Business Operations Support (BOS Team)
2. IT PMO
3. CCWIS
4. ARIES

The PMO resources assigned to the BOS and IT PMO teams are responsible for supporting the projects listed in Appendix 1 and Appendix 2.

All resources assigned to the CCWIS PMO will provide ongoing operations and maintenance services to the CCWIS project.

The ARIES PMO is further divided into five (5) core support teams. Assigned staff may provide services to one (1) or more of the ARIES PMO support teams.

1. ARIES PMO Support Team
2. ARIES UAT Team
3. ARIES Technical Team
4. ARIES Operations Team
5. ARIES Business Team

Table 1: Project Key Personnel Responsibility and Qualification

BOS Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
BOS PMO Director	<ul style="list-style-type: none"> • Provides planning and oversight for project activities • Manages the team dedicated to operations of projects within the BOS portfolio 	100%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 8+ years of project management experience • Similar previous experience as a project manager for a Medicaid project portfolio of similar size and scope • Experience with MMIS project implementations • Experience operating in a multi-vendor environment • Experience in Medicaid IT and business processes • Certified Project Management Professional or equivalent • Working knowledge and experience with Advance Planning Document (APD) processes that govern the procedure by which states obtain approval for Federal financial participation (FFP) in the cost of acquiring automated data processing equipment and services
BOS Design, Development, and Implementation (DDI) Project Manager	<ul style="list-style-type: none"> • Provides day to day project management 	90%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval

BOS Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
	<p>services for DDI related projects</p> <ul style="list-style-type: none"> • Project status reporting to include risk management and mitigation 		<ul style="list-style-type: none"> • 8+ years of project management experience • Similar previous experience as a project manager for a large-scale Medicaid initiative • Experience operating in a multi-vendor environment • Certified Project Management Professional
BOS Organizational Change Manager	<ul style="list-style-type: none"> • Applies and documents a structured methodology and leads change management activities, process, and tools to create a strategy to support adoption of required project changes • Supports communications efforts to enable the design, development, delivery, and management of key communications • Conducts impact analyses, change readiness assessment, identifies key stakeholders, and accepts or rejects changes 	50%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 8+ years of relevant experience including at least 2 years serving as a change management lead on a similar size engagement within the Medicaid domain • Prosci Change Management Certification
BOS Operations Manager	<ul style="list-style-type: none"> • Oversees the day-to-day operations of BOS portfolio systems including management of assigned PMO resources • Communicates with DHS senior officials and leadership about priorities, projects, and change requests • Establishes project organization and methodologies for operations 	50%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 8+ years of experience in operations and/or project management; experience with MMIS systems of similar size and scope preferred • Capable of managing a project with up to ten (10) or more staff and/or a project with multiple subprojects

BOS Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
	<ul style="list-style-type: none"> • Defines roles and responsibilities for team/project resource planning • Identifies risks and develops mitigation plans 		<ul style="list-style-type: none"> • Background knowledge and experience working within a multi-vendor environment • Must have experience in Medicaid • Previously served as an Operations Manager for a statewide Medicaid system/module
BOS Technical Project Manager	<ul style="list-style-type: none"> • Management and oversight of the shared technical environments including JAMA and JIRA • Provides technical project management and support across initiatives 	75%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 5+ years of experience providing technical project management for Medicaid systems • Expertise working with JAMA and JIRA applications
Technical Architect	<ul style="list-style-type: none"> • Analyzes existing and planned systems and platforms at the DHS and division level and develops enterprise architectures aligned with applicable strategic goals and policies • Develops IT strategic plans that align DHS business and technology plans with State business technology and goals and objectives • Provides planning and oversight for the design, implementation, and maintenance of the Medicaid Enterprise System (MES) modularity Roadmap Strategy that aligns with the State's Enterprise implementation plan • Responsible for designing the structure for alignment and 	25%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • At least 5 years of proven work experience as a Medicaid system architect, project manager, or equivalent position • Experience in Medicaid IT and business processes • Experience with MMIS project implementations and modularity • Good knowledge of strategic IT solutions and hands-on experience in software development, particularly supporting at least one (1) other state with MES modernization roadmap development • Experience operating in a multi-vendor environment

BOS Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
	interoperability of new MMIS module/vendor systems, overseeing the implementation of the module/systems, and liaising with the software development team/vendor teams, as applicable		<ul style="list-style-type: none"> • Experience with cloud computing and cloud technologies

IT PMO Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
IT PMO Director	<ul style="list-style-type: none"> • Provides planning and oversight for project activities • Manages the team of project managers dedicated to IT operations 	50%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 8+ years of project management experience • Similar previous experience as a project manager for an IT project portfolio of similar size and scope • Experience with MMIS project implementations • Experience operating in a multi-vendor environment • Experience in Medicaid IT and business processes • Certified Project Management Professional or equivalent • Working knowledge and experience with Advance Planning Document (APD) processes that govern the procedure by which States obtain approval for Federal financial participation in the cost of acquiring automated data processing equipment and services

IT PMO Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
IT PMO Project Manager	<ul style="list-style-type: none"> • Provides day to day project management services for IT PMO projects • Projects status reporting to include risk management and mitigation 	50%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 8+ years of project management experience • Similar previous experience as a project manager for a large-scale Medicaid initiative • Experience operating in a multi-vendor environment • Certified Project Management Professional
Data/Security Manager	<ul style="list-style-type: none"> • Monitors operations and infrastructure • Maintains all security tools and technology • Monitors internal and external policy compliance • Provides expert advice and educates DHS and PMO Contractor employees on important data compliance requirements • Drafts new and amends existing internal data protection policies, guidelines, and procedures, in consultation with key stakeholders • Conducts audits to ensure compliance and to address potential issues, and monitors safety policies and controls • Maintains records of all data processing activities of the PMO Contractor • Serves as point of contact for data protection authorities 	25%	<ul style="list-style-type: none"> • Bachelor's Degree in information security or related field, or the equivalent work experience in privacy, compliance, information security, auditing, or a related field • 5+ years of experience in application security, information risks, and developing security threat solutions • 5+ years of experience managing project controls including issues, risks, requirements, scope, schedules • 5+ years of experience working on engagements that required meeting security requirements of CMS and FNS, serving as the Security Point of Contact to CMS or FNS for security related functions preferred. • Expertise in implementing MARS-E v2.x and HIPAA,

IT PMO Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
			Security Controls and Standards.

CCWIS Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
CCWIS PMO Director	<ul style="list-style-type: none"> Provides planning and oversight for project activities Manages the team of project managers dedicated to CCWIS operations 	25%	<ul style="list-style-type: none"> A bachelor's degree or equivalent experience with DHS approval 10+ years of project management experience Similar previous experience as a CCWIS project manager Experience operating in a multi-vendor environment Certified Project Management Professional
CCWIS Project Manager	<ul style="list-style-type: none"> Primary Project Manager for the CCWIS project responsible for providing planning and oversight for all project activities Project status reporting to include risk management and mitigation Collaborates with cross-functional teams to analyze, design, and implement solutions that are strategically and operationally impactful 	75%	<ul style="list-style-type: none"> A bachelor's degree or equivalent experience with DHS approval 8+ years of project management experience Similar previous experience as a CCWIS project manager Experience operating in a multi-vendor environment Certified Project Management Professional
CCWIS PMO Client Project Manager	<ul style="list-style-type: none"> Collects information to prepare annual financial reports 	10%	<ul style="list-style-type: none"> A bachelor's degree or equivalent experience with DHS approval

CCWIS Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
	<ul style="list-style-type: none"> • Liaises with State staff to identify and define requirements, scope, and objectives • Helps prepare budgets and fiscal analysis • Acts as the point of contact and communicates project status to participants 		<ul style="list-style-type: none"> • 8+ years of project management experience • Experience supporting financial reporting and providing fiscal analysis services • Similar previous experience on a CCWIS or similar size engagement • Experience operating in a multi-vendor environment
CCWIS Organizational Change Manager	<ul style="list-style-type: none"> • Applies and documents a structured methodology and leads change management activities, process, and tools to create a strategy to support adoption of required project changes • Supports communications efforts to enable the design, development, delivery, and management of key communications • Conducts impact analyses and change readiness assessments, identifies key stakeholders, and accepts or rejects changes • Participates in the development of strategies and long-term programs/ processes that support the management of DCFS projects 	50%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 8+ years of relevant experience including at least 2 years serving as a change management lead on a similar size engagement • Prosci Change Management Certification
CCWIS Deputy Project Manager	<ul style="list-style-type: none"> • Supports the Project Manager with day-to-day project oversight and activities • Supports with project status reporting, risk and issue tracking, 	50%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 5+ years of project management experience with 2 years working in

CCWIS Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
	and communication development		similar role on similar size project <ul style="list-style-type: none"> • Background knowledge and experience working with in an E-PMO environment. • Project Management Professional certification preferred
CCWIS Senior Business Analyst	<ul style="list-style-type: none"> • Analyzes and documents business rules/functional requirements to support system changes/enhancements • Assists with development of project documents and presentations • Provides business team support for the CCWIS project 	50%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 5+ years' experience with business analysis within the child welfare or related domain

ARIES Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
ARIES Project Director	<ul style="list-style-type: none"> • Provides planning and oversight for ARIES project activities • Manages the team dedicated to operations of ARIES projects • Participates in the development of strategies and long-term programs/processes that support the management of projects • Collects project information and metrics necessary to provide project status reports (project and executive reporting) • Identifies and manages risk for the ARIES program 	100%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 8+ years of project management experience • Similar previous experience as a project manager for a Medicaid project portfolio of similar size and scope • Experience in implementing and/or managing Integrated Eligibility Systems for state-level Medicaid and human services programs • Experience operating in a multi-vendor environment • Experience in

ARIES Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
	<ul style="list-style-type: none"> Responsible for maintaining the project schedule and developing status reports Communicates with DHS senior officials and leadership about priorities, projects, and change requests Defines roles and responsibilities for team/project resource planning. 		<p>Medicaid IT and business processes</p> <ul style="list-style-type: none"> Certified Project Management Professional or equivalent Extensive knowledge of Strategic Planning, Procurement and Advanced Planning Documents (APD) Management
ARIES User Acceptance Testing (UAT) Project Manager	<ul style="list-style-type: none"> Facilitates and manages UAT in collaboration with other technical teams within DHS as needed Creates and updates testing documentation Facilitates research and documentation of requirements, evaluates scenarios, and executes changes needed to respond to requirements Identifies test scenarios, develops test scripts, and creates expected results for use in test cycles Develops and maintains test plans, manuals, and automated test scripts (as required) for functional, interface and UAT Oversees the execution of regression testing, functional testing, and data testing Reports, tracks, and determines priority of reported bugs Summarizes and communicates testing 	10%	<ul style="list-style-type: none"> A bachelor's degree or equivalent experience with DHS approval 8+ years of UAT experience, Medicaid integrated eligibility and enrollment system experience preferred 5+ years of project management experience including managing project controls (e.g., risks and issues)

ARIES Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
	<p>outcomes in meaningful way</p> <ul style="list-style-type: none"> • Acts as liaison among DHS/DCO, operations, and technical staff • Identifies and manages risks/issues related to UAT 		
ARIES Technical Project Manager	<ul style="list-style-type: none"> • Leads the technical components of the ARIES project in conjunction with the DHS ARIES Vendor • Evaluates and recommends potential changes, enhancements, and upgrades to ensure ARIES stays up to speed with the latest industry standards • Works closely with the PMO technical analysts, OIT, security team, and vendor staff to assure that the system and program meets milestones and deliverables according to budget, timeline, and project plan • Identifies and manages risk for the ARIES program 	50%	<ul style="list-style-type: none"> • 5+ years technical project management experience including experience with Medicaid integrated eligibility and enrollment systems of similar size and scope • 5+ years of experience managing project controls including issues, risks, requirements, scope, schedules • Technical knowledge, and experience in implementing and managing Integrated Eligibility Systems for state-level Medicaid and human services programs • 5+ years of experience as technical analyst or a similar role using cloud-based systems (preferably with AWS)
ARIES Operations Manager	<ul style="list-style-type: none"> • Oversees the operations of the ARIES system including the project scope • Works closely with the System Integrator, State, interface partners, help desk, and other vendor counterparts to ensure ARIES Maintenance and operations (M&O) is executed effectively and per industry standards 	50%	<ul style="list-style-type: none"> • A bachelor's degree or equivalent experience with DHS approval • 8+ years of experience in operations and/or project management; experience with Medicaid integrated eligibility and enrollment systems of similar size and scope preferred • Capable of managing a project with ten (10) or more staff and/or a

ARIES Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
	<ul style="list-style-type: none"> Oversees program release management, interfaces, defect prioritization and severity, related temporary operating procedures and interim processes Establishes project organization and methodologies for operations Provides ongoing risk management related to system operations 		<ul style="list-style-type: none"> project with multiple subprojects Background knowledge and experience working within a multi-vendor environment Must have experience in Medicaid, SNAP, and TANF programs as well as eligibility and enrollment, benefit issuance, and MMIS systems Must have experience with Maintenance and operations (M&O) for eligibility systems
ARIES Business Project Manager	<ul style="list-style-type: none"> Collaborates with cross-functional teams to analyze, design, and implement solutions that are strategically and operationally impactful Works closely with PMO BAs, system integrator functional team, DHS SMEs, field staff, and all types of end users of the ARIES system Coordinates and supports needs assessment and provides recommendations for potential system changes to meet policy changes and respond to the needs of the system's end users Coordinates and facilitates meetings with a variety of stakeholders, including system design reviews and requirements gathering and prioritization of system enhancements 	50%	<ul style="list-style-type: none"> A bachelor's degree or equivalent experience with DHS approval Background knowledge and experience working within a multi-vendor environment Medicaid systems and business process experience Experience and expertise with Medicaid integrated eligibility and enrollment Ability to foster relationships with vendors and effectively deliver results in a multi-vendor environment Must have experience with Medicaid/SNAP /TEA policies and eligibility determination

ARIES Key Personnel Listing			
Position Name	Example Responsibilities	On Site Requirement (Year 1-3)	Mandatory Qualifications
	<ul style="list-style-type: none"> Reviews and provides analysis on current system functionality and proposed enhancements Participates in requirement and design sessions 		

2.4.2 ADDITIONAL PERSONNEL

In addition to the key personnel presented above, the Contractor shall be responsible for providing the following non-key resources as part of the PMO per request by DHS. The chart below represents the position categories and an estimation of total number of resources anticipated for serving in each role within the PMO. The FTE counts presented below are the best estimates at the time of RFP finalization. Please refer to the cost proposal template Attachment G1 for additional context related to expectation for the non-key resources.

Table 2: Additional Personnel FTE Count

Resource Type/Position Name	Total FTE Count
Project Director	2
Project Manager	16
Senior Business Analyst	8
Business Analyst	45
Project Support Analyst	13
Senior Technical Analyst	2
Technical Analyst	11
Technical Project Manager	6
Project Coordinator	4
Organizational Change Management Lead	2
UAT Project Manager	2
Project Comptroller	1
Quality Assurance Manager	1
Senior Advisor	4
Senior Security Analyst	1
Junior Security Analyst	1
JIRA Administrator	2

2.4.3 LOCATION OF DATA AND SERVICES

- A. Continental United States:** The PMO Contractor and its Subcontractor(s) are prohibited from performing any of the work included in their RFP response at a site outside of the Continental United States (CONUS) in order to protect data containing Protected Health Information (PHI) or Personally Identifiable Information (PII). The PMO Contractor and its Subcontractor(s) are also prohibited from storing any data in support of performing any work included in their RFP response at a site, inclusive of cloud storage, outside the CONUS. Suppliers may be required to use DHS enterprise software (e.g., Microsoft Office 365) to comply with these requirements. During the life of the Contract, all services must be performed within the boundaries of the United States. The PMO Contractor may perform any and all services outside of the State of Arkansas if doing so will not negatively impact the quality or cost of services. The RFP response must indicate what services, if any, will be performed outside

of Arkansas. DHS reserves the right to re-evaluate and renegotiate this requirement should the PMO Contractor's performance suffer as a direct result of its chosen location to perform services.

- B. On-site Workspace:** DHS will provide on-site workspace for the PMO Contractor. Throughout the life of the Contract, the PMO Contractor will have the ability to reserve conference rooms for meetings at the DHS premises. The PMO Contractor shall ensure that with or without on-site workspace and furniture, its staff will be capable of successfully completing all PMO services, including attending on-site meetings, upon DHS's request. The PMO Contractor shall propose an efficient and cost-effective location solution that will still allow the PMO Contractor to complete the SOW and meet the RFP and resulting Contract requirements.
- C. Background Check and State Email:** Any PMO Contractor staff, including its Subcontractors, working with DHS must provide, upon DHS request, Social Security Number as part of the application process for background check and state email. In addition, the PMO Contractor will perform criminal background checks on all proposed staff members, including staff of its Subcontractors. Pursuant to those background checks, no staff member shall be staffed on this project if they have committed an offense that would preclude State employment as a "designated information technology position" pursuant to Arkansas Code Annotated § 21- 15-111. To ensure child safety, to the extent that the PMO Contractor staff may be required to be in the same facility as Clients (e.g., a field office to perform training), DHS requires those members of the PMO Contractor's staff, including the staff of its Subcontractors, to be subjected to the same background checks as DCFs employees, at the PMO Contractor's expense. The parameters of these checks, and the associated prohibited offenses, are located within AC.A. § 21-15-102.

2.4.5 PMO REPORTING REQUIREMENTS

The PMO Contractor shall cooperate with DHS to maintain a safe and secure facility and site as it relates to the PMO Contractor's rendering of services per this RFP and resulting Contract, which minimally includes:

- A. Identification of Contracted Staff:** If requested by DHS, the PMO Contractor shall provide a complete list to DHS within **three (3) business days** of the full names of PMO Contractor's and its Subcontractors' staff (whether directly employed by Contractor or via Subcontract) who may at any time require admission to DHS's premises in connection with the rendering of services under the Contract, specifying each such person's connection to the PMO Contractor, the role of the person is to take in the performance of the Contract, and other information as requested by DHS. This list must be updated regularly to ensure DHS always has correct information on the PMO Contractor's and its Subcontractor's staff who are entering DHS facilities. DHS reserves the right to refuse to admit to DHS's premises any person employed, contracted, or subcontracted by the PMO Contractor. The PMO Contractor shall furnish all staff with a means of identifying themselves as agents, Subcontractors, or employees of the PMO Contractor assigned to perform services under the Contract and furnish DHS with security credentials on these personnel, if requested.
- B. DMS Right to Notice of Contracted Staff Changes:** The PMO Contractor shall notify the DHS Point of Contact of any change of the PMO Contractor's personnel (whether directly employed by Contractor or via Subcontract) within **one (1) business day**. Any changes in staff must ensure compliance with this RFP and the resulting Contract, including the minimum qualifications stated in the RFP and resulting Contract for the position the new staff will be filling. The DHS Point of Contact shall notify the PMO Contractor if DHS determines that any change in staff may interfere with performance of this RFP and the resulting Contract and the PMO Contractor shall take responsive action to cure within a mutually agreed upon timeframe. The PMO Contractor must fill any vacancy with a qualified replacement within thirty (30) days of the vacancy. Replacements of Key Personnel must be approved by DHS.
- C. DHS Requests for Removal of Contracted Staff:** DHS shall make the PMO Contractor aware of any business concerns with the PMO Contractor's staff (or the staff of its Subcontractors) and the PMO Contractor shall take necessary action to ensure that its staff does not interfere with DHS operations, including removing PMO Contractor's staff from the DHS facility or site, if necessary. DHS's right to do so does not implicate DHS as a party to any of the PMO Contractor's obligations in this RFP or the resulting Contract. DHS may request that staff (including Key Personnel) that will perform services be replaced **within thirty (30) calendar days** from such removal.

2.5 PMO REPORTING REQUIREMENTS

The PMO Contractor shall be responsible for providing the following PMO reports throughout the life of the Contract. These reports are to provide overall transparency into the project progress, status, and staff assignment. The requirements for the PMO reports are outlined in the Scope of Work Requirements in Section 2.3 E.

- **Monthly Staffing Management Plan:** The Staffing Management Plan (SMP) specifies how a project will meet the requirements for staffing the project and how the resources will be managed. The SMP shall be the result or output of the PMO Contractor's resource planning in order to support a PMO specific project and shall be reviewed and approved by DHS. The SMP shall contain at the minimum:
 - a. Staffing estimates including on/off boarding staff counts for invoice reconciliation
 - b. Acquisition strategy
 - c. Training plan
 - d. Project roles and responsibilities
 - e. Organizational chart
 - f. Invoice reconciliation

- **Weekly Project Status Report:** The Project Status Report describes the progress of the project(s) throughout the duration of the Contract in relationship to the Project Plan. Project Managers will use the status reports to keep DHS stakeholders informed of progress and monitor costs, risks, time, and work. Project Status Reports will include project data through charts and graphs to help Project Managers and DHS stakeholders follow the status of the project(s). Reports shall include, at a minimum, updates on the following items:
 - a. The work that has been completed
 - b. The plan for what will follow
 - c. The summary of the project budget and schedule
 - d. A list of action items
 - e. Any issues and risks, and what is being done about them

- **Weekly Risks and Issues Report:** The weekly Risk and Issues Report shall summarize the potential risks of the project(s). The report shall address critical risks, which have the potential for severe consequences, and emerging risks that may become problematic in the future if they are not monitor them closely. The report shall include at a minimum:
 - a. Proactive identification and analysis of risks before they become issues
 - b. Development of risk avoidance, transfer, mitigation, or management strategies
 - c. Approach to monitoring, communicating, reporting of risk/issue status including the timeline and procedures for documenting, resolving, and reporting issues and risks identified by the PMO Contractor, DHS or other project contractors
 - Risk shall be escalated and/or informed via email to relevant stakeholders, based on the risk category and mitigation strategy approved by DHS.
 - d. Approach to root cause analysis
 - e. The appropriate methods, tools, and techniques for active and ongoing identification and assessment of project risks
 - f. Description of how risks will be quantified and qualified
 - g. Issue management
 - h. Impact analysis

- **Monthly Performance Review Report:** The Monthly Performance Report shall address the outcomes of all monthly activities for each of the projects managed by the PMO Contractor. The Report shall compare the actual outcomes to project's budget, timeline, SLAs, and performance standard. DHS may decide to take action for Compensation for Unacceptable Performance when there is an unfavorable variance.

- **On Demand/Quarterly Advisory Support Report:** The Advisory Support Report shall address all the outcomes of the PMO Contractor's advisory consulting services provided to DHS projects. The Report shall summarize at a minimum the following items:
 - a. Project(s) definition and discovery/research highlights
 - b. Project feasibility determination
 - c. Project planning activities/tasks update
 - d. Project management guidance to the DHS team responsible for the project

- e. Project strategy and direction development update.
- **Monthly Executive Summary Report:** The monthly Executive Summary Report shall address, on a high level, all the accomplishment(s) and outcome(s) of the activities performed and completed by each of the verticals of the PMO projects. This report is a summary of all the weekly reports for any given month and will serve to inform DHS leadership team(s) about the progress of all DHS approved projects. The report shall include the following, at a minimum, for each project reported:
 - a. Project health update (e.g., Project status is on track)
 - b. Status report summary: including project highlights, major blockers and project risks and issues
 - c. Overview of each key area
 - d. Links to project documents and resources
 - e. Budget and timeline
 - f. Next steps
- **Weekly Project Plan Update:** DHS designated staff shall use the Project Plan throughout the project(s) to measure overall progress. As stages are completed or planned in detail, the PMO Contractor shall update the Project Plan to reflect the latest understanding of the project(s) and to allow DHS to revise project(s) expectations. At a minimum, the weekly Project Plan Update shall monitor and summarize following items:
 - a. Current stage of the plan
 - b. Next stage of the plan
 - c. Update on the plan approach
 - d. Project schedule update

Summary of the updates to the Communication Plan, Change Management Plan, Staffing Management Plan, Quality Management Plan, Risk Management Plan, Issue Management Plan, and the Master Schedule, shall be maintained, at a minimum, on an annual basis, if a change to key personnel or substantial non-key personnel modifications occur, or upon DHS's request.

2.6 PERFORMANCE STANDARDS

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

2.7 OTHER CONTRACTOR REQUIREMENTS

- A. The Contractor shall furnish all laptops and/or desktops for the Contractor staff.
- B. Assigned Contractor resources must use the DHS portal for external access. Use of the DHS portal must only be used in accordance with DHS security protocols, with the Office of Information Technology pre-approvals in accordance with DHS Policy 500x series, IT Security Procedures (APMs 120-129), and other applicable DHS policies, state, and federal regulations.
- C. All staff assigned to this contract shall be located in the Continental United States. No offshore resources are allowed.

2.8 SOFTWARE PROVISION

Under its current process, DHS independently purchases relevant software licenses for both DHS staff and the PMO staff provided under the current IT PMO contract. However, it may be advantageous to the State in future processes to request the Prospective Contractor provide software licenses under the contract established by this solicitation. DHS reserves the right to request competitive quotes for software licenses from the Prospective Contractor. If a provided quote for a software license purchase is determined to be advantageous to the State, DHS may, through mutual agreement with the Prospective Contractor amend the established contract to include the purchase of requested software licenses.

SECTION 3 – SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

- A. OP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission *Requirements* **shall** be rejected and **shall** not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings in a consensus scoring meeting. At this consensus scoring meeting, each evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores recorded on the preliminary Individual Score Worksheet with the committee, the individual committee members will be given the opportunity to change their initial individual score, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal. For purposes of scoring, only the final scores

of the evaluators reflected on the Consensus Score Sheet will be used. Each evaluator shall sign the Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.

5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.
3. The Financial Disclosure section points will be added to the final subtotal score to arrive at the total.

Information for Evaluation Sections	Maximum Weighted Points Possible
E.1 - RFP Section 2.2 Minimum Qualifications	Pass/Fail
E.2 Company and Staff Information and Experience	400
E.3 RFP Section 2.3 – Approach to Contractor Responsibilities	140
E.5 RFP Section 2.5 – PMO Reporting Requirements and Milestones	160
Total Technical Score	700

Each Sub-Section and corresponding Maximum Weighted Score is listed in Attachment I *Response Packet*.

D. The proposal's weighted score for each sub-section will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

- E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that do not receive a minimum weighted 490 of 700 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

3.2 DEMONSTRATION/ORAL PRESENTATION SCORE

- A. The three Prospective Contractors with the top Technical Proposal scores after the completion of the technical proposal evaluation may be contacted to schedule an oral presentation/demonstration. Key staff proposed in the Bidder's Technical Proposal must be available to participate in the Demonstration/Oral Presentation.
- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.
- C. After each oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

3.3 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest grand total cost as shown on Attachment G2 *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B)*(C) = D$$

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

3.4 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor (See *Award Process*).

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.5 DISCUSSIONS

- A. The three Prospective Contractors with the top Technical proposal scores after the completion of the technical proposal evaluation may be contacted to schedule an oral presentation/demonstration. Key staff proposed in the Bidder's Technical Proposal must be available to participate in the Demonstration/Oral Presentation.
- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.
- C. After each oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

3.6 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify the Contractor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

Do not provide responses to items in this section unless expressly required.

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- C. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- F. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/vendor/index.html>.

4.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
- B. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - 1. The right to possession.
 - 2. The right to accrued payments.
 - 3. The right to expenses of de-installation.
 - 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- G. The laws of the State of Arkansas **shall** govern this contract.
- H. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- I. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
 - 1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - 2. The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. The Contractor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The Contractor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C (Performance Standards), DHS Standard Terms and Conditions as presented in Attachment J, a pro forma contract as presented in Attachment D, the Business Associate Agreement as presented in Attachment E, and the Organizational or Personal Conflict of Interest policy as presented in Attachment F. *Do not complete and return any of the above-named attachments. They are for your information only.*

4.4 STATEMENT OF LIABILITY

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

4.5 PERFORMANCE BONDING

- A. The Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
 1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. Such performance bond must be provided to DHS prior to signing the contract.
 2. The State **shall** require additional performance bond protection when a contract price is increased or modified.
 3. The additional performance bond **must** be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.
 4. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation **must** be provided to the State with each required notice.
 5. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

4.6 RECORD RETENTION

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

4.7 PRICE ESCALATION

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

4.8 CONFIDENTIALITY

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

4.9 CONTRACT INTERPRETATION

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

4.10 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.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.11 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

Do not provide responses to items in this section.

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.