



STATE OF ARKANSAS

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

Confirmation letter to be sent within ten business days of Lock-In status determination.

REQUEST FOR PROPOSAL RFP SOLICITATION DOCUMENT

| SOLICITATION INFORMATION | | | |
|--|--|---------------------------------|---------------------------------------|
| Solicitation Number: | 710-24-0038 | Solicitation Issued: | December 27, 2023 |
| Description: | Independent Verification and Validation (IV&V) Services for the Arkansas Medicaid Enterprise Systems (MES) | | |
| Agency: | Department of Human Services – Division of Medical Services | | |
| SUBMISSION DEADLINE | | | |
| Proposal Submission Date and Time | January 4, 2024, 1:00 pm Central Time | Proposal Opening Date and Time: | January 4, 2024, 2:00 pm Central Time |
| 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). | | | |
| 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 | | |
| | 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. | | |
| Proposal’s Outer Packaging: | 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. <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: | 501-683-6453 |
| Email Address: | DHS.OP.Solicitations@dhs.arkansas.gov | OSP’s Main Number: | 501-396-6045 |
| DHS Website: | https://humanservices.arkansas.gov/do-business-with-dhs | | |
| OSP Website: | http://www.arkansas.gov/dfa/procurement/bids/index.php | | |

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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 the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS) to obtain proposals and award a contract for Independent Verification and Validation (IV&V) Services for the new Arkansas Medicaid Enterprise System and Services as it is designed, developed, and implemented.

DHS is responsible for administering the Medicaid program in the State of Arkansas. The Division of Medical Services (DMS), a division of DHS, is conducting procurements that will redefine systems and business processes for the Arkansas Medicaid Program. This RFP is to procure IV&V services to monitor and support these Medicaid projects.

DHS will procure a contract for IV&V services to provide an unbiased assessment of the quality and readiness of system components, project deliverables, or any other items required for the successful implementation of the Arkansas Medicaid Enterprise System. Awarded Vendor will be responsible for providing oversight to achieve a successful configuration, development, design, implementation, and certification of the systems while ensuring that the project is completed within budget and on schedule.

The first system to be implemented as part of the Enterprise will be the Arkansas Medicaid Pharmacy Program (AMPP).

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, OP intends to award a contract to a single Contractor.
- B. The initial term of this contract shall be for up to three (3) years. The anticipated start date for the contract is July 1, 2024. Upon mutual agreement by the 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 a portion thereof. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- 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

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. A Contractor’s proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.

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 **must** not be 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.
- C. “Prospective Contractor,” “Contractor,” “bidder,” “vendor,” and “respondent” are used synonymously in this document.
- D. The terms “buyer” and “Issuing Officer” are used synonymously in this document.
- E. The terms “Request for Proposal,” “RFP,” “RFP Solicitation,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.
- F. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. “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.
- H. “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.
- I. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.
- J. “Shall” and “Must” mean the imperative and are used to identify requirements.
- K. “Calendar Day” means every day on the calendar, including weekends and holidays.
- L. “Business Day” means Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Time, excluding State Holidays.

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 Response Signature Page. (See Technical Proposal Packet.)
 - b. Original signed Agreement and Compliance Page. (See Technical Proposal Packet.)
 - c. Original signed Proposed Subcontractors Form. (See Subcontractors.)
 - d. EO 98-04 Contract and Grant Disclosure Form, Attachment H. (See *Standard Terms and Conditions*.)
 - e. Technical Proposal response to the Information for Evaluation section included in the Technical Proposal Packet.(see Attachment D)
 - f. 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 and Cost Proposal Template. (See Pricing.)
1. Contractor's original *Official Bid Price Sheet (Attachment N)* and *Cost Proposal Template (Attachment E)* **must** be submitted in hard copy format.
 2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet* and the *Cost Proposal Template*, 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 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". 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* and the *Official Bid Price Sheet*, 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. CD media 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 Packet*, preferably on a flash drive. A CD will also be acceptable. (See Section 1.16 *Proprietary Information*.) Do not send electronic copies via email or fax.
 - e. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
2. Prospective contractor shall limit their technical proposal to fifty (50) pages, and fully and clearly explain the respondent’s approach for successful and timely completion of the Scope of Work for tasks described in Section 2. However, to the extent that this RFP requests Draft Plans, Resumes, or other artifacts, these may be attached as exhibits in addition to that fifty (50) page limit. The technical proposal and these additional artifacts should not exceed one hundred (100) pages total.

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:
 - Response Signature Page
 - Agreement and Compliance Page
 - 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 (see Attachment D).

1.10 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the Contractor(s) to a resultant contract must sign the Response 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*.

1.11 AGREEMENT AND COMPLIANCE PAGE

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

1.12 SUBCONTRACTORS

- A. Contractor **must** complete 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.

1.13 PRICING

- A. Contractor(s) shall include all pricing on the Official Price Bid Sheet and the Cost Proposal Template. Any cost not identified by the successful contractor 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.
- 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 may be reproduced as needed.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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. 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, negotiated, or clarified.
 - 2. 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.
 - 3. 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 2.3.
- 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.

1.20 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*.

1.21 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 by to have an EO Policy must submit a written statement to that effect.

1.22 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.

1.23 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.

1.24 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.

1.25 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, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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, 2019 (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.

1.26 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.

1.27 MASTERCARD ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State’s authorized MASTERCARD 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. MASTERCARD is not the exclusive method of payment.

1.28 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.

1.29 RESERVATION

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

1.30 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 any resulting contract entered into under this RFP, either directly by the Contractor or by its subcontractors.

1.31 SCHEDULE OF EVENTS**Exhibit 1: Solicitation Schedule**

| Activity | Date |
|---|------------------------------|
| Public Notice of RFP | December 27, 2023 |
| Proposal Due Date and Time | January 4, 2024, 1:00 pm CST |
| Opening Proposal Date and Time | January 4, 2024, 2:00 pm CST |
| Intent to Award Announcement Posted, On or About | February 16, 2024 |
| Contract Start Date (Subject to State and CMS Approval) | July 1, 2024 |

1.32 STATE HOLIDAYS

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

Exhibit 2: Holiday Schedule

| 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 or last business day before |
| Christmas Day | December 25 or business day following |

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

A. Background

The State of Arkansas Department of Human Services (DHS) provides health care coverage for approximately 916,000 individuals, at an annual cost of approximately \$9.67 billion (for State Fiscal Year ending June 30, 2023). Currently, the Arkansas Medicaid program is administered through a combination of fee-for-service (FFS) and capitated managed care programs.

DHS is modernizing its Medicaid Management Information System (MMIS) and is developing a Multi-Year Procurement Timeline and defining future requirements for the Arkansas Medicaid Enterprise (AME). To help with resource constraints of system implementations, Arkansas has chosen to start the systems re-procurement process to allow for staggered procurements between contract end dates. DHS anticipates procuring a series of interrelated services to support the provision of Medicaid services to Arkansans.

As part of a modernization plan, DHS intends to release Request for Proposals (RFPs) to re-acquire services and is planning procurements, including but not limited to:

- Core MMIS, to include enhanced requirements for managed care and prior authorization/utilization review modules
- Electronic Data Warehouse (EDW)/Decision Support System (DSS)
- Electronic Visit Verification (EVV)
- Pharmacy
- Provider Enrollment

The current Pharmacy system and services contract was implemented in 2015, and the current MMIS contract was implemented in 2017. Current Pharmacy and Decision Support System contracts are scheduled to end on 7/1/2027, with the MMIS contract ending on 12/1/2028. The current EVV contract ends 4/1/2027. While the State will make every effort to stagger implementations, the execution of contracts may require some overlap in the reacquisition of services. The preferred approach for achieving this vision is by managing these initiatives as a portfolio of projects with staged implementations that are governed using a single governance structure and a single IV&V Vendor.

Phasing implementation by functionality requires the integration of new modules with DHS's existing systems until all new modules have been implemented and integrated. DHS' goal is to meet its business functionality needs in the interim while lessening the impact of "throw-away" modifications. The first procurement will be the Arkansas Medicaid Pharmacy Program's (AMPP) RFP that serves Arkansas Medicaid clients needing prescription services from Medicaid-enrolled providers, both enrolled prescribers and enrolled pharmacies. AMPP develops clinical drug criteria and is staffed by clinical pharmacists who review cases needing prior authorization. The Pharmacy Vendor for the Arkansas Medicaid Pharmacy Program administers and supports the Point of Sale claims processing system, helps develop clinical criteria, provides rebate invoicing and collection, has clinical pharmacy staff to review cases needing prior authorization, and provides a staffed helpdesk/call center. The Pharmacy Vendor also provides Retro Drug Utilization Review services for the AMPP, including a review board that collaborates with the DHS to develop therapeutic algorithms, develop exception profiles for clients and providers, send intervention letters and other educational materials, and provide detailed reporting required by State and by Federal reporting.

The timeline for future procurements is still being determined. Descriptions of future projects/modules will be provided when those projects commence.

B. Purpose of this Request for Proposal

For this solicitation, DHS is seeking an Independent Verification and Validation (IV&V) Vendor to provide a rigorous independent evaluation and review that evaluates adherence to the standards, correctness, and quality of Medicaid mechanized claims processing and information retrieval systems, such as MMIS solutions or MES solutions, to help DHS ensure that systems and projects are being developed and managed per Federal, State, and Agency requirements. The IV&V Vendor shall provide independent verification that the new systems are being developed per the project plan and independent validation that the newly developed system meets its functional requirements. The Federal government recommends states engage an IV&V Vendor for larger and more complex projects developed with federal funds. IV&V industry best practices require that IV&V Vendors who provide oversight services be independent of the planning, design, development, or implementation of the current or new solutions. The IV&V team will be independent of the Project Management Office (PMO), the Solution Vendors (Core MMIS, Pharmacy, etc.), and the State agency sponsoring the project. As additional procurements are awarded, the Vendor awarded this IV&V contract may be requested to render IV&V services for additional implementations. DHS' preference is to have one IV&V Vendor for these projects, who will report to both DHS and the Centers for Medicare & Medicaid Services (CMS) as required.

To assist the State in evaluating proposals for these services, the IV&V Vendor will submit, via Attachment E – Cost Proposal Template, both the staffing and cost for the Pharmacy implementation IV&V services and the cost and staffing to support potential additional AME Replacement Project implementations.

All provisions of this RFP and any resultant contract(s) shall be subject to approval by CMS. Additionally, responses to this RFP will be considered artifacts and will be used for scoring.

2.2 OVERVIEW OF DHS ORGANIZATION AND OPERATIONS

DHS is the largest State agency in Arkansas with approximately 7,000 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

The Division of Medical Services is one of 14 Divisions and Offices that comprise DHS. The Divisions provide services to the people of Arkansas, and the Offices provide the necessary support to the Divisions and DHS.

The Division of Medical Services is the administrative arm of Arkansas Medicaid, overseeing provider enrollment, billing, pharmacy, beneficiary support, and fee-for-service and managed care programs funded by Medicaid. Arkansas Medicaid, which is jointly funded and operated by DHS and CMS, provides medically necessary health care services for eligible Arkansans from birth through end-of-life. (See Bidder's Library for DHS Org Chart.)

2.3 MINIMUM QUALIFICATIONS

To be considered as a viable IV&V Vendor to the State for this project, the IV&V Vendor or its Subcontractors or employees shall meet all the below Minimum Qualifications.

- A. The IV&V Vendor shall be bondable. As proof of meeting this requirement, the IV&V Vendor shall submit a Letter of Bondability from an admitted Surety Insurer with its bid submission. The letter must unconditionally offer to guarantee, to the extent of one hundred percent (100%) of the annual contract

price, the IV&V Vendor's performance in all respects of the terms and conditions of the RFP and the resultant contract.

- B. The IV&V Vendor (not including subcontractors) shall have experience with five (5) IV&V projects similar in size, complexity, and scope to this RFP in the past (5) years. A minimum of One (1) project must have included Medicaid systems processing at a contract value of at least \$80 million a year for the Medicaid system. As proof of meeting this requirement, the Vendor (Prime) **shall** complete Attachment M – Client History Form and an authorized signatory sign Attachment M – Client History Form.
- C. The Vendor **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, Vendor **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.

2.4 SCOPE OF WORK

The selected IV&V Vendor shall perform services during the Arkansas Medicaid Pharmacy Program (AMPP) replacement project and as determined by DHS, other AME Replacement Projects as they are awarded and commence. The IV&V Vendor shall:

- Provide all services and meet all requirements requested in this RFP and all Attachments.
- Perform services and produce required deliverables by the due dates outlined in this RFP.
- Provide any/all hardware or software required by the IV&V team for project tracking, reporting, management, and production of deliverables.
- Comply with federal regulatory requirements in 45 CFR 95.626.
- Comply with all security and privacy laws, regulations, and policies, including HIPAA, and related breach notification laws and directives.
- Comply with federal and State IV&V expectations in support of the AME Replacement Project's CMS Certification process in accordance with the most current certification guidance from CMS.
- The IV&V Vendor shall develop and provide deliverables and services in accordance with the following standards:
 - a. Institute of Electrical and Electronics Engineers (IEEE) Standard 1012- 2004, as well as all other applicable, lifecycle-appropriate IEEE Standards (e.g., 12207 Software Life Cycle Process, 703 Software QA Plans, 1074 Developing Software Project Lifecycle Process, 828 Configuration Management Plans, and 830 Requirement Specifications, to name a few)
 - b. The Capability Maturity Model Integration (CMMI)
 - c. The current edition of the Project Management Institute's (PMI) Standard for Portfolio Management, Standard for Program Management, Project Management Body of Knowledge (PMBOK guide)
 - d. Current CMS MITA framework

For the IV&V Vendor that will be performing these services, the IV&V Vendor shall not bid nor perform services on any other Arkansas Medicaid system modules or services either as contractor or subcontractor. Any future bids submitted by the IV&V Vendor on Arkansas Medicaid system modules or services as a prime contractor or participating as a subcontractor will be disqualified by the State.

Respondents are encouraged to propose solutions in addition to the minimums stated.

2.4.1 PERFORMANCE STANDARDS

- A. State law requires all contracts for services to include Performance Standards for measuring the overall quality of the services provided. Attachment C: Performance Standards identifies expected deliverables, performance measures, or outcomes and defines the acceptable standards the IV&V Vendor shall meet to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards before contract award, before 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 interests to do so. Any changes or additions to Performance Standards will be made in good faith following accepted industry standards and may include the input of the IV&V Vendor to establish reasonably achievable standards.
- D. All changes made to the Performance Standards must become an official part of the contract.
- E. Performance Standards must continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages. Damages are penalties. Damages are not withheld payments and will not be paid at a future date.
- G. In the event a Performance Standard is not met, the IV&V Vendor will have the opportunity to defend or respond to the insufficiency. The State may waive damages if it determines that extenuating factors beyond the control of the IV&V Vendor hindered the performance of services or if it is in the best interests of the State to do so. In these instances, the State shall have the final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, IV&V Vendor shall follow the direction of the agency regarding the required compensation process. Damages may be withheld from future invoice payments.
- I. During this engagement, the IV&V Vendor shall timely and accurately respond to FOIA requests.
- J. The IV&V Vendor's team (Prime and/or Subcontractor) shall be independent of both the Solution Vendor and the State agency sponsoring the project. These services must be provided by personnel who were not involved in the planning, design, development, or implementation of the system(s).
- K. The IV&V Vendor's team (Prime and/or Subcontractor) shall be independent of both the Solution Vendor and the State agency sponsoring the project. These services must be provided by personnel who were not involved in the planning, development, or implementation of the system(s).

2.4.2 PROJECT GOVERNANCE AND MANAGEMENT

A. Project Steering Committee(s)

To manage the Contract and the engagement resulting from this RFP, the State will establish one or more Steering Committee(s). The Steering Committee(s) will be responsible for:

1. Providing strategic oversight, guidance, and direction
2. Reviewing and approving any changes to the Contract (including changes to the scope)

3. Reviewing and resolving issues and risks not resolved at lower levels and providing advice and insight into project management issues
4. Approving any changes to the project scope, schedule, or budget and/or canceling the project
5. Reviewing proposed solution designs/architecture against DHS' architecture standards and DHS business needs to ensure compliance and reuse of technology wherever possible

The Steering Committee(s) will be comprised of senior management personnel from the State, the AME PMO, and representation from the Solution and IV&V Vendors, facilitated by a chairperson appointed by State executive leadership. The committee(s) will convene regularly to provide direction or support required for the project and to support the State Project management team.

B. Oversight Support

The AME PMO will assign project management staff to the project to coordinate with the Solution Vendor and the IV&V Vendor's project management team, collaborate on developing and managing the project, and drive State-specific tasks and activities. Additionally, the AME PMO has developed enterprise-wide project management processes, standards, and templates. The Solution Vendor and IV&V Vendor shall adhere to AME PMO integrated enterprise processes and methodologies adopted by the project. The Solution and IV&V Vendor shall ensure all standards are followed and/or exceptions are approved.

The various tasks associated with designing, developing, implementing, evolving, and supporting the Vendor Solutions will be split across DHS and the following partners. The Contractor will be expected to work collaboratively with all partners to ensure the success of the project.

Exhibit 3: DHS and Partner Roles Table

| Partner | Single or Multiple Contracts? | Primary Role |
|---|-------------------------------|--|
| DHS | N/A | <ul style="list-style-type: none"> • Provide project leadership and decision-making. • Direct and oversee the development of the governance framework and Vendor Solutions. • Serve as liaison to State agency principals and advisory committees, to defend/explain work output. |
| Project Management Office (PMO) Vendor | Single | <ul style="list-style-type: none"> • Develop, document, and oversee integrated project plan/schedule. • Collate and reconcile stakeholder activities, dependencies, and schedules. • Facilitate regular team meetings with the Vendor Solution teams and others, as needed, to ensure that all are working together effectively to meet all project milestones and goals. |
| Independent Validation & Verification (IV&V) Vendor | Single | <ul style="list-style-type: none"> • Conduct evaluations of the project's overall progress toward milestones and outcomes. • Identify gaps and risks and provide recommendations. • Assess the progress of Certification activities/progress. |

| Partner | Single or Multiple Contracts? | Primary Role |
|--------------------|-------------------------------|---|
| Solution Vendor(s) | Can be single or multiple | <ul style="list-style-type: none"> • Design, develop, implement, and support the Vendor Solution. • Provide subject matter expertise on evolving the Vendor Solution, its processes, and approach over time – advise on industry improvements, standards, etc. • Fulfill requirements specified in the RFP and any attachments. |
| Security Vendor(s) | Can be multiple | <ul style="list-style-type: none"> • Evaluate the security compliance of the Vendor Solution and its practices, policies, and procedures. • Test and audit the security effectiveness of the system (e.g., penetration testing, phishing assessment, etc.). • Create and document recommendations for remediation and/or improvement of the Integrated Platform’s security and report findings to DHS. |

2.4.3 PROJECT STAFFING

The State understands that staffing of this engagement will be critical to its success and will closely evaluate Proposals for the appropriate consideration and structure of the proposed staffing model, including the identified **Attachment A Key Personnel**. The State has identified a set of key personnel to be associated with this contract. The positions described in the attachment are required, based on the anticipated demands and the complexity of the IV&V work. Due to the importance of these positions, the State must approve in writing the assignment of a specific resource to these positions. The IV&V Vendor may not reassign or replace a named individual from a key position without the approval of the State.

Consideration will be given to Proposals that can effectively use identified staff and do not require unrealistic expectations of DHS staff. The IV&V Vendor’s staff shall conduct all aspects of the RFP in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the State. The IV&V Vendor shall recruit highly qualified staff to provide all aspects of the services required by the RFP.

The IV&V Vendor shall notify DHS within one (1) business day of determination that a key staff person shall be replaced, terminated, or otherwise removed from the contract. IV&V Vendor shall ensure that all positions designated as Key Personnel that becomes vacant shall have a temporary replacement named within two (2) weeks after the position becomes vacant. IV&V Vendor shall ensure a permanent replacement is approved by DHS and filled within ninety (90) calendar days of the date the position becomes vacant. No position may be filled with a temporary appointee for more than ninety (90) calendar days in any one (1) year period.

The IV&V Vendor will provide a team to complete all tasks and deliverables. The IV&V Vendor will lead these activities and deliver the related services and should not expect direct State support resources to be available beyond what is described within this RFP. The IV&V Vendor will employ staff in sufficient numbers and with sufficient expertise and experience to meet the needs of the State. **Not all Key Personnel listed in Attachment A will be required to perform IV&V services for each project being implemented. The IV&V Vendor shall recommend to DHS the Key Personnel that will be needed in order to fulfill the requirements outlined in this RFP. As projects conclude and others commence, more or less IV&V staff may be needed at any given time.**

The IV&V Vendor will perform criminal background checks on all proposed staff members. 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.

As part of the State’s onboarding process, IV&V Vendor staff will need State User IDs to access State email, calendars, SharePoint, and other tools. For this access, staff Social Security Numbers must be provided.

The IV&V Vendor will maintain responsibility for all costs related to providing all the staff necessary to meet the requirements in this RFP, including but not limited to staff, staff expenses, staff overhead, staff travel, or any related staff expenses, except as specifically provided in the Contract.

The IV&V Vendor shall make its staff readily available to meet with the State staff, as agreed to by DHS and the IV&V Vendor, to review reports and all other obligations under the RFP. The IV&V Vendor shall meet in person or virtually through Microsoft Teams, or DHS-approved platform, as determined by the State.

The IV&V Vendor shall provide all information requested in **Attachment A – Key Personnel** for each Key Personnel candidate.

2.4.4 ONSITE FACILITIES

Due to security requirements, DHS will provide office space for the IV&V Vendor staff within the same office buildings used by DHS employees and Solution Vendor staff. The IV&V Vendor shall provide laptops, any other hardware, and any other software the IV&V Vendor deems necessary to support this work. All IV&V work is to be stored on DHS’ (enterprise tools) repository. DHS will provide a means by which staff members may access the repository when off-site. All data must reside on US based servers or cloud clusters and shall not be accessed from outside of the United States.

Presence onsite in Little Rock, AR, may be required at the discretion of the State. The percentage onsite will be determined depending upon the nature of the project/project-related activities.

DHS will not provide parking.

2.4.5 DELIVERABLES BASED APPROACH

The State will use a deliverables-based approach to determine progress and completion. The State and the IV&V Vendor will establish specific expectations for deliverables using the process described below. All deliverables will be reviewed and approved using a structured and controlled process defined by and managed by the AME PMO. These processes, structures, and tools will govern any work done on the project. The IV&V Vendor shall agree to these processes, and any work done not in compliance with these is completely at risk by the IV&V Vendor. The IV&V Vendor will prepare project deliverables for DHS approval that, at a minimum, conform to industry project management standards and sufficiently address the challenges represented within a multi-Vendor, integrated systems solution.

All deliverables are subject to review by the State before final approval, acceptance, and payment. Where appropriate, the IV&V Vendor will perform a walkthrough of a draft version of the deliverable with all appropriate State staff (including the AME PMO) and solicit feedback before submission. The IV&V Vendor shall provide complete and comprehensive deliverables to the State with the goal of being an independent agent for both CMS and the State. Deliverables shall be forward looking to ensure the delivery of

successful IT systems and projects. Each deliverable shall offer continuous improvement goals and advise on how to reach those goals.

The State will have no less than ten (10) State business days to complete its initial review of the deliverable. The State will accept or reject deliverables in writing. In the event of the rejection of any deliverable, the IV&V Vendor will be notified of the reason(s) for rejection. Unless agreed by the State due to the complexity of the deliverable, the IV&V Vendor will have five (5) State business days to correct the rejected deliverable and return it to the State. Failure by the State to complete activities within the timeframes noted does NOT constitute acceptance, approval, or completion unless otherwise agreed upon by the State and the IV&V Vendor. The State's acceptance or rejection of a deliverable or the delay of the due date will be made in writing by an authorized State representative.

All payment requests (e.g., invoices) must include copies of the approval signed by the State stakeholder authorized to approve the deliverable.

A. Deliverables Summary and Due Dates

The following table summarizes the required IV&V Vendor deliverables and due dates. The deliverables are described in the following section of this RFP.

Due dates for Initial deliverables are calendar days from the Contract Start Date unless otherwise specified, to be submitted on the next business day. The IV&V Vendor will also update deliverables within 15 business days of a change in content.

Exhibit 4: Deliverables Summary Table

| No | Deliverable Name | Due Dates |
|----|--|--|
| 1 | IV&V Deliverable Expectation Document | 30 days before the deliverable due date |
| 2 | IV&V Project Management Plan | 45 days; Annually |
| 3 | IV&V Project Schedule | 45 days; Quarterly and after a Solution vendor schedule is (re)baselined |
| 4 | IV&V Bi-Weekly Status Report | 45 days; Bi-weekly |
| 5 | IV&V Knowledge Presentation | 60 days |
| 6 | IV&V Monthly Assessment Report | 60 days; Monthly |
| 7 | IV&V System and Business Operations Readiness Review Report | 90 days prior to the system implementation date in the project schedule |
| 8 | IV&V Monthly Information Technology Governance Committee (ITGC) Report | 60 days; Monthly |
| 9 | IV&V Deliverable Assessment Reports | 7 business days from Solution Vendor deliverable receipt |
| 10 | IV&V Turnover and Close-Out Plan | 60 days before the contract ends |

2.4.6 REQUIRED IV&V VENDOR ACTIVITIES AND DELIVERABLES

This section outlines the State's expectations for the required IV&V Vendor activities and deliverables.

A. IV&V Services Summary

The IV&V Vendor shall monitor and evaluate the Solution projects from inception through CMS certification, ensuring the Solution Vendor employs best practices for project management and that software meets reusability and quality requirements, user acceptance, and go-live criteria. The IV&V

Vendor shall provide all services and meet all requirements requested in this RFP and all Attachments. Following is a high-level summary of required IV&V services:

1. Conduct evaluations of the project's overall progress towards milestones and outcomes, identify gaps and risks, and provide recommendations on both the management of the project (both State and Solution Vendor) as well as the technical aspects of the project.
2. Assess the quality of and adherence to the approved Solution Vendor project management practices, plans, processes, and procedures.
3. Assess AME Replacement Project progress against the project schedule on a monthly or quarterly basis as appropriate for project duration and as approved by DHS. Produce performance metrics that allow tracking project completion against milestones.
4. Participate in AME Replacement Project activities to enable the assessment and proactive identification of risks, issues, and opportunities along with associated findings and recommendations and capacity planning services.
5. Participate in all AME Replacement Project meetings unless otherwise directed or approved by DHS.
6. Conduct stakeholder interviews to understand the process, procedures, and tools used in the AME Replacement Project and related environments. Several interviews are conducted quarterly and include a variety of roles, including but not limited to project management and developer staff and each stakeholder group. Assess the user involvement and buy-in regarding system functionality and the system's ability to support program business needs.
7. Assess Solution Vendor resources, stakeholder, and communication management.
8. Participate and assess the AME Replacement Project risk and issues processes and tools. Independently assess project risks and issues and recommend mitigation and resolution strategies.
9. Participate in and assess the AME Replacement Project change management processes and tools, including the reasonableness of cost and resource estimates, and recommendations for alternatives to achieving the outcome of change requests.
10. Review and assess all Solution Vendor deliverables.
11. Assess reflection of the State's MITA goals and plans into actual systems design and development.
12. Assess all AME Replacement Project activities within defined phases and areas, including but not limited to planning, requirements validation, business processes, design, data conversion methodology, adequacy of security and privacy implementations, full requirements traceability, external interface capture and data sharing, training, operational and system readiness, implementation and go-live planning and execution, and certification.
13. Provide comprehensive testing assessments throughout the AME Replacement Project.
14. Report status and results of IV&V activities through IV&V status reporting and meetings.
15. Publish and distribute meeting agendas and minutes for all IV&V-led project meetings with participants outside the IV&V team.
16. Document all IV&V Findings and Recommendations in the IV&V Monthly Assessment Report. An IV&V Finding is a deficiency in the project where the Solution Vendor is not in compliance with their contractual commitments, and which requires action from the project team to address. All findings shall be entered by the IV&V Vendor into the State's tracking tool as designated by DHS. For each Finding, provide the IV&V Recommendation for resolution. An IV&V Recommendation is

an opportunity to improve performance in a given area and may not be directly associated with an IV&V Finding.

17. Present all IV&V Findings and Recommendations to Project stakeholders, as determined by DHS and the AME PMO, every month and track to closure.
18. Assess the progress of Certification activities.

B. IV&V Deliverable Expectation Document Deliverable

The IV&V Vendor will submit a Deliverable Expectation Document (DED) for each IV&V deliverable identified in Exhibit 4 at least thirty (30) days before the deliverable due date. The IV&V Vendor shall receive State-approval of the DED before submitting the associated deliverable.

All IV&V deliverables shall include the following quality elements and document controls:

1. File Name: Name of the IV&V Vendor, document title, and date of submission
2. Unique document identifier: Document number and title
3. Title, Date, and Numbering: All pages should include the title, document number, date, and correct page number
4. Clear Headings and Subheadings with outline numbering
5. Table of Contents: A summary list of the major headings within the document and their page references
6. The purpose, description of required content, and reference to the associated contractual requirements
7. Sufficient detail to be effective, useful, and unambiguous
8. Assumptions/Constraints/Risks: A description of any assumptions, constraints, and risks that impact the document
9. List of Figures/Tables/Exhibits: A listing of all figures, tables and/or exhibits and their page references
10. Revision History: A table identifying the version, date submitted, deliverable point of contact/person making a change, and description of changes
11. Referenced Documents: A listing of other relevant documents, including the document name, identifying numbers or codes, any web or SharePoint link, and issuance date
12. Acronyms: A listing of all acronyms in the deliverable and their literal translations

C. IV&V Project Management Plan Deliverable

The IV&V Vendor will submit an IV&V Project Management Plan (PMP) that describes all the project management processes, roles and responsibilities, and templates to effectively manage and control the project and meet the IV&V contractual obligations. The PMP approach will be consistent with the Project Management Institute (PMI) Project Management Methodologies stated in the Project Management Body of Knowledge (PMBOK®) or equivalent and shall align and integrate with the AME PMO processes, including integration with State enterprise management and tracking tools.

The IV&V PMP shall include, but is not limited to:

1. Planned Activities and Key Events, including processes to coordinate and achieve alignment with DHS/Contractor dependencies that may impact IV&V activities and deliverables.
2. Resource Management Plan.
3. Communication Management Plan, including problem escalation process for critical incidents that may adversely affect project outcomes.
4. Performance Management Plan, including method and metrics for ensuring IV&V performance and compliance with performance indicators.
5. Privacy and Security Plan, including safeguards for all State information that is transmitted within the IV&V Vendor's systems (i.e., email, SFTP). The plan shall provide assurances that initial and ongoing privacy, security, and HIPAA compliance training will be provided to all employees and contract personnel before providing access to Personally Identifiable Information (PII), including Protected Health Information (PHI).
6. Subcontractor Management Plan (if applicable).

The IV&V PMP shall be delivered within forty-five (45) calendar days of the contract start date. The IV&V Vendor shall update the PMP throughout the contract period to ensure it is current. At a minimum, the PMP shall be updated and submitted to DHS for approval by May 15th of each year, or as directed by DHS.

D. IV&V Project Schedule Deliverable

The IV&V Vendor will submit an IV&V Project Schedule (in Microsoft Project and PDF) that includes all planned tasks necessary to accomplish the IV&V scope of work, IV&V deliverables, and activities. Each task shall include assigned resources and an estimated completion date and indicate any dependencies (predecessor or successor tasks) associated with each item. Best estimates should be used to project when tasks may occur that are dependent on another Vendor.

The Project Schedule shall be delivered within forty-five (45) calendar days of the contract start date, updated quarterly, and within thirty (30) calendar days of DHS approval of an updated Solution Vendor's (re)baselined schedule.

E. IV&V Bi-Weekly Status Report Deliverable

The IV&V Vendor will submit an IV&V Bi-Weekly Status Report that includes, at a minimum, IV&V activities accomplished since the last report and activities planned for the next 4-week period. IV&V activities include, but are not limited to: project meetings attended, IV&V-led activities, Stakeholder interviews, IV&V deliverables, Deliverable Assessment Reports (DARs), assessment focus areas, team travel, and schedule changes.

The IV&V Bi-Weekly Status Report will be submitted within forty-five (45) calendar days of the contract start date and bi-weekly thereafter no later than 5:00 p.m. CT every other Tuesday, unless otherwise specified by DHS.

The IV&V Vendor will schedule and facilitate an IV&V Status Review Meeting with DHS and the AME PMO on a bi-weekly basis within three (3) calendar days of submission of the IV&V Bi-Weekly Status Report or as determined by DHS.

F. IV&V Knowledge Presentation Deliverable

The IV&V Vendor key personnel shall make a formal presentation to AR DHS summarizing the IV&V team's understanding of DHS and the Arkansas Medicaid Program and systems, including:

1. DHS program policies, procedures, and manuals relevant to Pharmacy claims processing
2. Health Insurance Portability and Accountability Act (HIPAA) standards for protecting sensitive patient data
3. Medicaid Information Technology Architecture (MITA) requirements for integrating business and information technology
4. The DHS organizational structure as it relates to Medicaid programs
5. Arkansas Medicaid program statistical information, including caseloads, claims volume, and prior authorization requests
6. The Arkansas Medicaid Pharmacy Program
7. The intent and scope of work for Arkansas' AMPP RFP 710-24-0013 as published 08/08/2023
8. The current AMPP system, including its architecture, subsystems, and internal and external data interfaces with the AMPP
9. AMPP reporting requirements
10. DHS' current strategy with replacing the current Pharmacy system
11. Key stakeholder both within the current DHS organizational structure and externally

All key IV&V team members shall be onsite to present a portion of the content.

The IV&V Knowledge Presentation documents shall be delivered and presented within sixty (60) calendar days of the resulting contract start date.

G. IV&V Monthly Assessment Report Deliverable

The IV&V Vendor shall provide an IV&V Monthly Assessment Report with the results of the IV&V ongoing independent assessment of the AME Replacement Project. The IV&V Monthly Assessment Report shall cover, at a minimum:

- Overall Program and Individual Project Health
- Project Management Assessment
- Schedule Assessment
- Risk/Issues Assessment
- Project Phase Assessments
- Deliverable Assessment Reports and associated Risks, Issues, and Recommendations
- Stakeholder Interview Observations
- IV&V Findings and Recommendations

The IV&V Vendor shall provide comprehensive testing assessments throughout the project and report the results in the IV&V Monthly Assessment Report. The assessments shall include, at a minimum:

1. All Solution Vendor testing types with a review of test scenarios, cases, and results, including traceability of testing to project requirements, and with a recommendation if additional test scenarios or cases are needed to sufficiently test the project requirements.
2. Defect resolution and retesting activities to validate defects are appropriately resolved.
3. Verification that in-depth, process-driven, and fully documented testing is being used to certify and demonstrate that the new system is ready for User Acceptance Testing (UAT) before the completion of the Integration and System Testing tasks.
4. Based on an approved, representative sample of UAT results, verification that high-priority improvements identified in UAT tests are integrated into the production version of the system.

The IV&V Monthly Assessment Report shall be submitted within sixty (60) calendar days of the contract start date and monthly thereafter no later than 5:00 p.m. CT on the Friday of the first full week of the month following the reporting period. The IV&V Vendor shall submit the report simultaneously to both CMS and DHS.

The IV&V Vendor shall schedule and facilitate the IV&V Monthly Assessment Review Meeting with DHS, the AME PMO, CMS, Food and Nutrition Service (FNS), and others as determined by DHS.

H. **IV&V System and Business Operations Readiness Review Deliverable**

The IV&V Vendor shall conduct a system and business operational readiness review and assessment for each implementation project. The IV&V Vendor is responsible for the assessment of all testing performed throughout the lifecycle of the projects in preparation for operational and system readiness and provides validation that the system is accurate and complete. The results of this review and assessment shall be submitted as a comprehensive IV&V System and Business Operations Readiness Review Report for each AME Replacement Project for DHS approval a minimum of 90 calendar days prior to the system implementation date in the project schedule.

I. **IV&V Monthly Information Technology Governance Committee (ITGC) Report Deliverable**

The IV&V Vendor will deliver a monthly IV&V report to the Information Technology Governance Committee (ITGC) of the Governor's Office and send a copy to DHS. The ITGC report shall be a condensed, executive summary of the IV&V Monthly Assessment Report.

The ITGC report shall be submitted within 5 business days of the submission of the IV&V Monthly Assessment Report.

J. **IV&V Deliverable Assessment Report Deliverable**

The IV&V Vendor will review and submit an IV&V Deliverable Assessment Report (DAR) for each Solution Vendor deliverable. The DAR shall include, but is not limited to:

1. Assessment of content quality (e.g., clarity, accuracy, completeness, consistency) and compliance with industry best practices and standards
2. Adherence to DHS deliverable requirements
3. Risks and issues associated with the deliverable

4. Recommended changes, questions, and other reviewer comments in a format that aligns with AME PMO comment log standards
5. IV&V recommendation on whether DHS should approve the deliverable

Each DAR will follow PMO review guidelines upon receipt of Solution Vendor deliverable.

K. IV&V Turnover and Close-Out Plan

Disengagement planning shall commence at least ninety (90) days prior to the IV&V Vendor's contract end date. Upon adequate notice to the IV&V Vendor, the State may require that these services begin earlier as needed for an orderly transition. At least sixty (60) days prior to contract termination, or at a different State-specified time, the IV&V Vendor shall submit a Turnover and Closeout Plan. The plan will include:

1. The proposed approach to turnover
2. Tasks and subtasks for turnover
3. Schedule for turnover
4. Documentation update for procedures during turnover
5. Provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days before 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.

SECTION 3 SELECTION

Do not provide responses to items in this section.

3.1 RFP CONTENTS

In preparing a proposal, Respondents should reference and use the following Attachments.

Exhibit 5: RFP Attachments

| Attachment | Name | Description | Bid Submission Requirement |
|------------|--|--|----------------------------|
| A | Key Personnel | This attachment is Key Personnel requirements | Mandatory |
| B | Glossary of terms and acronyms | This is a collection of common acronyms and terms used throughout the RFP documents. | Informational |
| C | Performance-Based Contracting Standards | Performance Contracting Standards | Informational |
| D | Technical Proposal Packet | This is a template Respondents should use in preparing their Technical Proposals | Mandatory |
| E | Cost Proposal Template | This is a template Respondents should use in proposing a cost for the project | Mandatory |
| F | DHS Org Chart | DHS Organizational Chart | Informational |
| G | Written Questions | Respondent should use this form to submit written questions to the State pursuant to RFP Section 1.9 | Non-Mandatory |
| H | Contract and Grant Disclosure Form | Required Disclosure Form | Mandatory |
| I | DSA | Data Sharing Agreement | Informational |
| J | Pro forma contract | Pro forma contract | Informational |
| K | Business Associate Agreement (BAA) | Business Associate Agreement | Informational |
| L | Organizational or Personal Conflict of Interest Policy | Organizational or Personal Conflict of Interest Policy | Informational |
| M | Client History Form | This is a template Respondents must use to list all experience, along with time frames and any other pertinent information | Mandatory |
| N | Official Bid Price Sheet | This is a required sheet Respondents should use to provide pricing information | Mandatory |
| O | Terms and Conditions | Required Terms and Conditions contract | Informational |

3.2 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 table.

Exhibit 6: Scoring Description

| Quality Rating | Quality of Response | Description | Confidence in the Proposed Approach |
|----------------|---------------------|---|-------------------------------------|
| 5 | Excellent | When considering 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 considering the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable. | High |
| 3 | Acceptable | When considering the RFP evaluation factor, the proposal is of acceptable quality. | Moderate |
| 2 | Marginal | When considering the RFP evaluation factor, the proposal's acceptability is doubtful. | Low |
| 1 | Poor | When considering the RFP evaluation factor, the proposal is inferior. | Very Low |
| 0 | Unacceptable | When considering the RFP evaluation factor, the proposal does not meet the requirement. Either nothing in the proposal is responsive to the evaluation factor or the proposal affirmatively shows that it is unacceptable to the evaluation factor. | No Confidence |

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their ratings in a consensus scoring meeting. At this consensus scoring meeting, each evaluator will be allowed to discuss his or her rating for each evaluation criterion.
3. After committee members have had an opportunity to discuss their scores recorded on the preliminary Individual Score Worksheet with the committee, the individual committee members will be allowed 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.

| Information for Evaluation Sub-Sections | Maximum Raw Points Possible | Sub-Section's Weighted Percentage | * Maximum Weighted Score Possible |
|--|-----------------------------|-----------------------------------|-----------------------------------|
| E.1 Adherence to Federal Requirements | Pass/Fail | n/a | n/a |
| E.2 RFP Section 2.3 - Minimum Qualifications | Pass/Fail | n/a | n/a |
| E.3 Company and Staff Information and Experience | 20 | 15% | 105 |
| E.4 RFP Section 2.4.3 Project Staffing and Attachment A - Key Personnel | 55 | 34% | 238 |
| E.5 IV&V Vendor Activities and Deliverables | 105 | 51% | 357 |
| Total Technical Score | 180 | 100% | 700 |

**Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.*

3. 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
4. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
5. Technical Proposals that do not receive a minimum weighted score/subtotal of 450 may not move forward in the solicitation process. The pricing for proposals that do not move forward will not be scored.

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 total as shown on the Official Bid Price Sheet. (See Grand Total Score for maximum points possible for cost score.)

- B. The number 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 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. The 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 following applicable State of Arkansas accounting procedures upon acceptance of 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 with 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. The selected Contractor must be registered to receive payment and future Bid Solicitation notifications. Contractors may register online 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 that 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 that violates the laws or constitution of the State of Arkansas.
- F. The State shall not enter a contract that 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 before 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, DHS Standard Terms and Conditions as presented in Attachment G, a pro forma contract as presented in Attachment J, the Business Associate Agreement as presented in Attachment K, and the Organizational or Personal Conflict of Interest policy as presented in Attachment L. 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 patents, 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 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, and must unconditionally guarantee the IV&V Vendor's performance in all respects

of the terms and conditions of the RFP and the resultant contract. The performance bond must be provided to DHS prior to signing the contract.

2. The performance bond must be maintained at the State approved amount for the life of the Contract, unless otherwise amended or terminated with pre-approval of the State.
3. The State shall require additional performance bond protection when a contract price is increased or modified.
4. The additional performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.
5. The contractor shall notify the State of any changes, modifications, 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.
6. Failure to provide is a breach of contract and may result in immediate contract termination, a 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 the 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 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 while 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.