



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

**REQUEST FOR PROPOSAL**  
 RFP SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-24-076	Solicitation Issued:	May 31, 2024
Description:	Medicaid and Other Human Services Procurement Support		
Agency:	Department of Human Services, Office of Procurement		
SUBMISSION DEADLINE			
Proposal Submission Date and Time:	July 10, 2024, 1:00 p.m., Central Time	Proposal Opening Date and Time:	July 10, 2024, 2:00 p.m., Central Time
<p>Proposals <b>shall not</b> 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 <b>shall</b> be considered late and <b>shall</b> be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201 <b>Note: Hand delivered responses must be delivered directly to the security desk otherwise these deliveries will not be accepted and may be grounds for disqualification.</b>		
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 <sup>th</sup> 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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>		
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"> <li>▪ Solicitation number</li> <li>▪ Date and time of proposal opening</li> <li>▪ Vendor's name and return address</li> </ul>		
OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Karrie Goodnight	Buyer's Direct Phone Number:	501-320-3906
Email Address:	<a href="mailto:DHS.OP.Solicitations@dhs.arkansas.gov">DHS.OP.Solicitations@dhs.arkansas.gov</a>	OP's Main Number:	501-396-6045
DHS Website:	<a href="https://humanservices.arkansas.gov/do-business-with-dhs">https://humanservices.arkansas.gov/do-business-with-dhs</a>		
OSP Website:	<a href="http://www.arkansas.gov/dfa/procurement/bids/index.php">http://www.arkansas.gov/dfa/procurement/bids/index.php</a>		

## **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 Arkansas Department of Human Services (DHS), Office of Procurement (OP) to obtain pricing and a contract for procurement support services for Medicaid and Other Human Services. The Office of Procurement is the sole point of contact throughout this solicitation process. DHS intends for the initial project(s) under any resulting contract to specifically be for the procurement of Medicaid Enterprise Systems, but DHS may also engage the awarded Contractor in other, future human services related projects as identified by DHS where complex solicitation procurement support is required.

### **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 term of this contract shall be for one (1) year. The anticipated start date for the contract is January 1, 2025. Upon mutual agreement by the Prospective Contractor and agency, the contract may be renewed by OP, on a year-to-year basis, for up to six (6) additional one-year terms or portions thereof.
- C. The total contract term shall not be more than seven (7) years.

### **1.4 ISSUING AGENCY**

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

### **1.5 BID OPENING LOCATION**

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

### **1.6 ACCEPTANCE OF REQUIREMENTS**

- A. The words “**must**” and “**shall**” signify a Requirement of this solicitation and that the Contractor’s agreement to and compliance with that item is mandatory.
- B. A Contractor’s proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.
- C. Contractor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section’s Agreement and Compliance Page. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)
- D. 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. “Prospective Contractor”, “Contractor”, “bidder”, “vendor” and “respondent” are used synonymously in this document.

- C. The terms “buyer” and “Issuing Officer” are used synonymously in this document.
- D. The terms “Request for Proposal”, “RFP,” “RFP Solicitation,” “Bid Solicitation” and “Solicitation” are used synonymously in this document.
- E. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- F. “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.
- G. “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.
- H. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.

## 1.8 RESPONSE DOCUMENTS

### A. Original Technical Proposal Packet

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

1. A hard copy of the original *Technical Proposal Packet* **must** be received on or before the bid submittal date and time. Copy should not be two sided.
2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
  - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
  - b. Original signed *Agreement and Compliance Page*. (See *Technical Proposal Packet*.)
  - c. Original *Proposed Subcontractors Form*. (See *Subcontractors*.)
  - d. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions, Disclosure*.)
  - e. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
  - 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. (See *Pricing*.)

1. Contractor’s original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, in PDF format, preferably on a flash drive. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.

3. The *Official Bid Price Sheet*, 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. Four (4) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
  - b. Five (5) electronic copy of the *Technical Proposal Packet*, preferably on flash drives. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.
  - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
  - d. One (1) redacted copy, in PDF format, if applicable, (marked "REDACTED") of the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (*See Proprietary Information.*)
  - e. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

## 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*.

## 1.10 CLARIFICATION OF RFP SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted via email by 4:00 p.m., Central Time on or before June 6, 2024. Submit questions to the OP buyer as shown on page one (1) of this *Bid Solicitation*. It is the contractor's responsibility to guarantee receipt of the questions by the specific time and date. DHS accepts no responsibility for accurate or timely receipt of email submission.
- B. The attached response template (*Attachment B*) should be used for submission of all written questions. For each question submitted, Vendor should reference the specific solicitation item number to which the question refers. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on June 21, 2024.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.
- E. Oral statements by OP **shall not** be part of any contract resulting from this solicitation and **may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS.**

## 1.11 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*.

#### 1.12 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 **shall** signify agreement to and compliance with all Requirements within the designated section.

#### 1.13 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.

#### 1.14 PRICING

- A. Contractor(s) shall include all pricing on the Official Price Bid Sheet only. 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* is provided as a separate file 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*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". **DO NOT** submit any ancillary information not related to actual pricing in the sealed pricing package. The *Official Bid Price Sheet* is provided as a separate file posted with this *Bid Solicitation*.
- D. Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **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.

#### 1.15 PRIME CONTRACTOR RESPONSIBILITY

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

#### 1.16 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - The prices in the proposal have been arrived at independently, without collusion; and

- No prior information concerning these prices has been received from, or given to, a competitive company.

B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Contractors **shall** understand that this paragraph may be used as a basis for litigation.

### 1.17 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via e-mail or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Contractor.
- J. If a redacted copy of the submission documents is not provided with Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **will** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Contractor will be notified of the State's determination prior to release of the documents.
- L. The State has no liability to a Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

### 1.18 CAUTION TO CONTRACTORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the OP buyer.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.

- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Contractor **must** provide clarification of any information in their response documents as requested by OP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Contractors may submit multiple proposals. Each proposal shall be submitted separately and must include all documents and information required under this RFP in order to advance to evaluation.

#### 1.19 REQUIREMENT OF ADDENDUM

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

#### 1.20 AWARD PROCESS

- A. Award Determination

The Grand Total Score for each Contractor, which shall be the sum of the Technical Score and Cost Score, shall be used to determine the ranking of proposals. The State may move forward to negotiations pursuant to Arkansas Code Annotated § 19-11-230, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
- B. Discussions and Negotiations
  - 1. If the agency so chooses, it shall also have the right to enter into discussion with the qualifying vendor(s), to further define contractual details. All such discussions shall be conducted at the sole discretion of the State and may be conducted at any lawful time of the State's choosing. The State shall solely determine the items to be discussed or negotiated.
  - 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 2.2.
- C. Anticipation to Award
  - 1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this RFP.
  - 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
  - 3. DHS **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
  - 4. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.
- D. Issuance of Contract
  - 1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
  - 2. A State Procurement Official will be responsible for award and administration of any resulting contract.

3. DHS reserves the right to award multiple contracts.

#### 1.21 **MINORITY AND WOMEN-OWNED BUSINESS POLICY**

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

#### 1.22 **EQUAL OPPORTUNITY POLICY**

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

#### 1.23 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

#### 1.24 **RESTRICTION OF BOYCOTT OF ISRAEL**

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

#### 1.25 **PAST PERFORMANCE**

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

#### 1.26 **TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., 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., 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., if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

#### 1.27 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

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

#### 1.28 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.

### 1.29 PUBLICITY

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

### 1.30 RESERVATION

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

### 1.31 DATA LOCATION

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

### 1.32 SCHEDULE OF EVENTS

#### SOLICITATION SCHEDULE

ACTIVITY	DATE
Public Notice of RFP	May 31, 2024
Deadline for Receipt of Written Questions	June 7, 2024, 4:00 p.m. CST
Response to written Questions, On or About	June 21, 2024
Proposal Due Date and Time	July 10, 2024, 1:00 p.m. CST
Opening Proposal Date and Time	July 10, 2024, 2:00 p.m. CST
Intent to Award Announcement Posted, On or About	September 6, 2024
Contract Start Date (Subject to State Approval)	January 1, 2025

### 1.33 STATE HOLIDAYS

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

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

Christmas Day	December 25
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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**

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) to obtain pricing and a contract for procurement development and support services for Medicaid and Other Human Services projects. The Office of Procurement is the sole point of contact throughout this solicitation process. DHS intends for the initial project(s) under any resulting contract to specifically be for the procurement of Medicaid Enterprise Systems, but DHS may also engage the awarded Contractor in other, future human services related projects as identified by DHS where complex solicitation Procurement support is required.

### **2.2 OBJECTIVES AND GOALS**

DHS seeks to contract with procurement professionals with experience and expertise in the procurement of Medicaid Enterprise systems and Arkansas State Procurement Procedures to supplement DHS procurement capabilities.

Strong bidders will have experience and expertise in market and vendor research, sister state solicitation reviews, procurement planning, Center for Medicare and Medicaid Services (CMS) funding requirements, all aspects of public sector solicitation development, evaluation, demonstration, negotiation, protest, and award.

The Awarded Contractor will Lead the procurement process for the identified projects. That is, the Contractor will be able to leverage their experience and expertise to identify and recommend a procurement strategy for each awarded project, transform existing materials provided by DHS and/or draft materials in support of new services into compliant solicitation(s), conduct the solicitation process through contract execution, and handoff to the service project management team.

DHS has identified the following objectives for this service:

1. Successfully establish specified Medicaid and other Human Services contracts that will provide the next generation of services that maximize value, innovation, and effectiveness for Arkansans.
2. Manage risk and support the success of each solicitation project, including without limitation:
  - a. Receive timely, well-informed, and project-specific initial recommendations for procurement strategies.
  - b. Receive ongoing recommendations to manage risk associated with emergent issues, such as revisions in Federal guidance or regulation, market changes, or shifts in business needs that may occur throughout the solicitation process.
3. Reduce the resource investment of DHS program and executive staff in the solicitation process, including without limitation:
  - a. Limiting the number of hours spent by subject matter experts and executive staff in developing scopes of work and associated solicitation materials.
  - b. Establishing effective targeted communication strategies for all DHS stakeholders.

#### **Project Overviews**

Initially, DHS will contract to provide procurement assistance and support for the projects listed below:

##### Medicaid Enterprise System (MES) Core

The MES Core module processes claims for both Fee for Services (FFS) and Managed Care Organizations (MCOs). Core is the main hub for data processing of all Medicaid claims, except for Pharmacy claims. The purpose of this procurement includes the design, development, implementation, operation, maintenance, and support for core services. The current contract ends December 1, 2028. Original requirements of this procurement are in Exhibit 1 Core Requirements. Updated requirements will be provided to the Contractor to incorporate into solicitation documents.

##### Medicaid Enterprise System (MES) Decision Support System (DSS)

The DMS Decision Support System (DSS) houses a wide array of data including Medicaid claims, denials, and payments; capitations, provider information; beneficiary data; and encounters used to assess, monitor, and measure the Medicaid program's effectiveness. The data is also used for Federal reporting to CMS, analysis for fraud and abuse for OMIG, Legislative reporting, and ad-hoc reporting and analysis. The purpose of this procurement includes the design, development, implementation, operation, maintenance, and support for the DSS

module. The current DSS contract ends July 1, 2027. Original requirements of this procurement are in Exhibit 2 DSS Requirement.

However, DHS, at its sole discretion, reserves the right to request procurement support on additional human services related projects throughout the duration of any resulting contract, including without limitation Medicaid projects, such as Managed Care, Transportation, Eligibility, and other projects identified by DHS. Additional projects may be added through an amendment to the resulting contract.

## 2.3 BACKGROUND

The State completed its Medicaid Information Technology Architecture (MITA) State Self-Assessment (SS-A) in July 2019 with a SS-A Outcome Assessment performed. This assessment is based on the Arkansas Integrated Eligibility System (ARIES) system and MITA-related Eligibility and Enrollment (E&E) business processes only. The SS-A report maps the Arkansas business processes to the MITA Business Process Model Version 3.0. As part of the MITA SS-A engagement, executives from across DHS came together to develop the vision and goals for Arkansas' future. The Outcome Assessment results show that all assessed business processes have achieved a MITA Maturity Level (MML) of 3 compared to the 2019 MMLs, which ranged from a 1 or 2. With the implementation of ARIES replacing the older legacy eligibility systems that were assessed in the original 2019 MITA SS-A, the overall scores for the Information Architecture (IA) capabilities increased from a mix of Level 1 and Level 2 to a full Level 2 for all IA capabilities. The "To-Be" goal is to move the State's Medicaid business processes to Maturity level 3 for all areas over the next five to seven years. With ARIES replacing the older legacy eligibility systems, many of the MITA Technical Capabilities increased in MML. In the 2019 MITA SS-A, 11 Technical Capabilities were rated at MML 1, and four capabilities were rated at MML 2. With the implementation of ARIES, all 15 Technical Capabilities are now at minimum MML 2, with six capabilities rated at MML 3. As such, the State is seeking systems and services that comply with the latest MITA Framework and will facilitate the attainment of MITA Maturity levels 3 or 4 and higher through the implementation of a Respondent's proposed systems and services solution.

The State is a firm supporter of the Centers for Medicare & Medicaid Services (CMS) objective to maximize its investments in technology through the cataloging and sharing among states of software designed, developed, or installed with federal financial participation. To this end, the State and the successful Respondent will work together to support and contribute to the development of standards, both technological and business-process-oriented, that will be used to elevate the efficiency, maturity, and interoperability of the nation's health care enterprise.

DHS is modernizing its Medicaid Enterprise System (MES) solution with the integration of modules in accordance with the Centers for Medicare and Medicaid Services (CMS) and is developing a multi-year procurement timeline and defining future requirements for the Arkansas Medicaid Enterprise (AME). As part of the modernization, DHS intends to release procurements for a series of interrelated projects and services to support the provision of Medicaid services to Arkansans.

## 2.4 MINIMUM QUALIFICATIONS

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

- A. The Contractor **must** be registered to do business in the State of Arkansas and in good standing by the initial start of any resulting contract. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. The bidder **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."
- C. The Contractor **must** have been lead for a minimum of three (3) successfully awarded solicitation projects in the last five (5) years with a contract award equal to or greater than \$50 million total projected contract cost. For verification purposes, the Prospective Contractor must complete and sign Attachment I - Client History Form.
- D. The Contractor **must** have directly supported the successful procurement of at least two (2) MES modules in states similarly sized or larger than Arkansas in the last five (5) years. For verification purposes, the Prospective Contractor **must** complete and sign Attachment I - Client History Form.
- E. The Contractor **must** assign qualified staff with direct experience through a combination of employment with governmental entities and/or private entities including at minimum:
  - Ten (10) years of combined experience in project managing solicitations,

- Ten (10) combined years of experience in writing and executing complex procurements,
- For up to two (2) proposed staff, five (5) combined years of experience soliciting MES modules or components for State programs with 500,000 or more Medicaid beneficiaries, and
- At least one proposed staff member with five (5) years of experience leading governmental procurement projects.
- Experience addressing protests for high-cost state or federal solicitations

For verification purposes, Prospective Contractor **must** complete Attachment I- Client History Form.

## 2.5 CONFLICT OF INTEREST STATEMENT

Please be advised that the awarded Contractor will not be allowed to affiliate in any way with the responsive bidders or bid themselves on any solicitations included in the resulting contract or any amendment thereof. If a bid on a project is determined by DHS to cause a conflict of interest, or the appearance of conflict, DHS may elect to:

1. Waive the conflict;
2. Work with bidder and/or Contractor to create a conflict mitigation plan to mitigate or resolve the conflict; and/or
3. Remove the Contractor for an existing project or reject the bid

## 2.6 SCOPE OF WORK

For each initial project, DHS will provide the Contractor with a requirements matrix that details functional, system, and business requirements for the respective MES module (See Exhibit 1 and 2 in the bidder's library for a examples of requirements matrices under the current contracts). Under the supervision of the Office of Procurement, the Contractor **shall** lead the procurement process for the identified project(s) by:

1. **Working with division executive and procurement staff, subject matter experts (SMEs), and existing consultants to ensure effective communication, decision consensus, and process compliance for all project stakeholders.**

The Contractor **shall**:

- A. Act as a point of contact for all parties involved in the procurement process as well as providing any communications, draft documentation, and report to identified parties.
  - i. The Contractor and staff **shall** use DHS enterprise software for project functions including without limitation, DHS SharePoint, Outlook email and calendar scheduling and SharePoint authoring and file sharing functionality.
  - ii. For DHS to maintain FOIA compliance, the Contractor **shall not** use its corporate or private email for any communications related to DHS project(s).
  - iii. The Contractor and subcontractor(s) are prohibited from storing any data in support of performance any work including in this RFP at a site, inclusive of cloud storage, outside of the Continental United States.
  - iv. Contractor **shall** organize, coordinate, schedule, and participate in internal and external stakeholder meetings and events.
  - v. Contractor **shall** use DHS Sharepoint for all project document drafts
  - vi. Contractor **shall** prepare and distribute reporting on project progress and open/closed action items.
  - vii. Contractor **shall** record and distribute all meeting/discussion notes.
- B. Develop and maintain a stakeholder registry including roles and expectations related to the solicitation review, approval, evaluation, and negotiations processes
- C. Coordinate activities with DHS stakeholders throughout the project. As warranted, DHS will provide information, contacts, and materials specific to projects for supporting tasks.
- D. Collaborate with all project stakeholders in the creation of solicitation document drafts to ensure the procurement objectives are met and that the requirements as written are fair, consistent, completed, and compliant with Federal requirements, Arkansas procurement law, state and DHS policies, procedures, and best practices.
- E. Establish a targeted communication approach for DHS stakeholders and Contractor personnel.

## 2. Identifying and providing recommendations for a procurement strategy and ongoing tactical responses to emergent issues within a project.

The Contractor **shall**:

- A. Research and prepare summaries of market conditions, comparable solicitations published by other governmental entities, and change in federal policy or programs.
- B. Provide an initial analysis of potential risk factors for the project and recommendations on risk mitigation.
- C. Leverage familiarity and experience with Arkansas State Procurement Laws and Rules to inform Contractor recommendations on procurement strategy and tactics.
- D. Work with project stakeholders to develop a clear understanding of project aims, limitations, iterative elements from the current service, and novel service elements.
- E. Synthesize contractor research on market conditions, project service objectives, budget, regulatory, and other public sector considerations to provide procurement strategy recommendations customized to each project.
- F. Monitor for, identify, define, and report on emergent issues that impact project risk.
- G. Provide recommendations for mitigating project risk for each emergent issue, including without limitation, adjustments to procurement strategy, potential document revisions, or other aspects of the solicitation process.

## 3. Transforming DHS-provided documentation and drafting new materials to build a complete, coherent set of solicitation documentation

The Contractor **shall**:

- A. Research the current national, regional, and local market conditions for the solicited services, including without limitation:
  - a. Current and recent solicitations for comparable services in other States and analogous entities.
  - b. Procurement approaches taken in those solicitations, including without limitation:
    - i. Requirements, service components, service level agreements, and other solicitation elements used in those solicitations
    - ii. Cost Proposal/Capture and Cost Realism/Reasonableness
    - iii. Prescriptive and proposed service descriptions
    - iv. Negotiated elements
    - v. Current State Information, including documentation offered in Bidder's Libraries
- B. Review current service documentation including without limitation:
  - a. Assessment of the current contracts including any amendments
  - b. Review of previous solicitation and requirements matrix
  - c. Review of relevant artifacts and sample deliverables from the existing contracts (e.g., project charter, project work plan).
  - d. Project artifacts already produced in support of the procurement project.
- C. Assess weaknesses and opportunities for improving efficiency, and provide recommendations as it relates to the projects, and related services based on the review of the current contract requirements and stakeholder sessions.
- D. Assess and recommend requirements, prohibitions, and scope of work, and solicitation elements.
- E. Assess and provide recommendations on financial management, auditing, and reporting concerns related to system and technical changes for this scope of work.
- F. Identify and recommend what components of the scope of work are best identified in prescriptive requirements and which as bidder proposed components.

- G. Provide subject matter expertise specifically related to each procurement project as defined by DHS.
- H. Conduct a focused set of requirements/information gathering sessions on areas of concern with key internal DHS staff members as well as external stakeholders as approved by DHS. These sessions **must** be limited to specifically identified areas of concern and **must not** be the primary drafting mechanism for the solicitation.
- I. As the primary drafting mechanism, draft recommended language informed by and pursuant to the approved procurement strategy and ongoing tactical decisions for DHS stakeholder review and approval.
- J. Develop all solicitation-related documentation, including, without limitation:
  - i. Pre-Approval documents such as summaries, pre-solicitation memos, or purchase requisitions
  - ii. Solicitation Process instructions and requirements
  - iii. Solicitation Scope of Work and Service Requirements
  - iv. Performance Standards, Metrics, and Penalties
  - v. Official Bid Price Sheet and/or Cost Proposal Template
  - vi. Evaluation Criteria, Information for Evaluation, and Technical Response Packet
  - vii. Informational documents supporting the solicitation and procurement activities
  - viii. Source Selection documents detailing the selection process
  - ix. Demonstration/oral presentation written materials (i.e. agenda, questions, communications)
  - x. Negotiation documents
  - xi. Information releases, including public records subject to the Arkansas Freedom of Information Act
  - xii. Procurement Guidelines
  - xiii. Project Plans
- K. Distribute Solicitation components for review and obtain approvals in accordance with the project stakeholder registry.
- L. Perform Quality Assurance on all documents to ensure:
  - a. consistency in formatting, numeration, and references,
  - b. accuracy in grammar, formulas, acronyms, and factual information,
  - c. clarity in solicitation structure, explanatory components and instructions.
  - d. Version controls
  - e. Any other relevant factors impacting the State's efforts to present the solicitation and Bidder's efforts to respond to it.

#### 4. Conducting the solicitation process through contract execution.

The Contractor **shall**:

- A. Under the supervision of the Office of Procurement, assume the role of the main procurement advisor and administrator for DHS to monitor compliance and ensure fairness, transparency, and required confidentiality throughout the entire procurement process, with emphasis on the evaluation process.
- B. Ensure each step of the solicitation process and contract award comply with Arkansas State Procurement Laws and Regulations and work with OP to ensure compliance with DHS policy and procedures.
- C. Ensure all questions received from potential bidders during the question-and-answer period are addressed by coordinating with DHS internal stakeholders. Recommend revisions that may be incorporated with consideration given to the question and the requirement stated in the solicitation.
- D. Ensuring evaluators are selected and trained according to State processes, evaluation scoring is reached by consensus, that evaluation scores are fair and consistent among the proposals, and that evaluation scores accurately reflect the will of the evaluation team.
- E. Coordinating, facilitating, and monitoring demonstrations, oral presentations, interviews, and/or site visits, if needed. Tasks may include without limitation: developing evaluator clarification requests, demonstrations agendas, invitations, and proctoring demonstrations to ensure parity of time, format, and content.



- F. In collaboration with any DHS designated personnel, verifying pricing submissions for accuracy, providing subject matter expertise in verifying minimum qualifications, and provide support to contact/verify references for solicitation responses.
- G. Provide required testimony and expertise as required by DHS during the award determination, any protest, and legislative approval phases of the solicitations, including without limitation: onsite testimony during DHS - designated sessions of the Arkansas Legislative Council (ALC).
- H. In the event of a protest, serve as the coordinator of the evaluation committee's response and provide support to DHS. Such support may include but not be limited to reviewing the protest, drafting a protest response, and providing any additional support related to a protest through or beyond an Arkansas Office of State Procurement determination.
- I. Actively participate in contract negotiations post award through the legislative approval and final contract execution processes, including without limitation:
  - i. Facilitating negotiation meetings,
  - ii. Maintaining open and closed negotiation item log,
  - iii. Drafting communications,
  - iv. Recommending negotiation timelines and goals, and
  - v. Scheduling and organizing internal and vendor negotiating meetings.
- J. Ensure timely completion of procurement milestones throughout the procurement process.

**5. Performing specific tasks, including without limitation:**

- A. Planning and research,
- B. Supporting internal and external pre-approvals,
- C. Developing approval related documentation,
- D. Supplementing and/or revise specific requirements within an existing requirements matrix,
- E. Documentation development,
- F. Facilitating posting and associated tasks,
- G. Facilitating the evaluation process,
- H. Facilitating demonstrations,
- I. Providing support through any protest process,
- J. Facilitating negotiations,
- K. Providing support through legislative review, and
- L. Providing expert testimony and other responses in the event of a protest, litigation, or legislative inquiry.
- M. Additional deliverables may be identified based on the needs of the project and **shall** be delivered by the Contractor.

**2.7 LOCATION, SCHEDULE, AND TRAVEL**

- A. The Contractor may primarily provide services offsite, and the Contractor's staff **must** have workspace, phones, materials, computers, and any other resources required to meet the requirements. However, the Contractor may be required to work individually or collaboratively onsite at State offices in Little Rock, Arkansas and shall do so as necessary as determined by DHS.
  - 1. DHS will provide reasonable notice of any onsite work requirements.
  - 2. Should any overnight travel, or any travel from outside of the metropolitan Little Rock area be required, travel expenses shall be addressed with DHS at that time.
  - 3. Long-distance travel shall be defined as any travel required by DHS that departs from outside of the metropolitan Little Rock area to the metropolitan Little Rock area as determined by DHS.
  - 4. Overnight travel shall be defined and stipulated by DHS should that office determine that an extended stay within the metropolitan Little Rock area is warranted.
  - 5. The established contract may include a travel reimbursement fund. All reimbursable travel must have prior written pre-approval from designated DHS staff
  - 6. Travel reimbursement shall be consistent with State law and Arkansas travel reimbursement rates and limited to actual expenses for meals, lodging, transportation, and incidental expenses. Otherwise, the Contractor shall be responsible for all transportation, parking, or related expenses throughout the contract duration.
  - 7. During on-site work at State offices, workspace and basic office supplies and equipment (copier, fax, etc.) will be provided. Contractor shall provide their own computer/laptop, and any supplies or equipment necessary for their offsite office location or to complete the service and deliverable requirements of the solicitation.

8. When working on-site at State offices, the Contractor shall adhere to that office's regulations regarding security, safety, office hours, parking, dress code, and any other applicable State office regulations or policies.
- B. All services **must** be performed within the Continental United States throughout the duration of any resulting contract.
- C. The Contractor and staff **shall** be available to DHS during normal business hours of Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time. However, DHS may request after-hours participation in meetings to meet deadlines, the Contractor **shall** attend after-hours meetings as scheduled.

## 2.8 PROJECT MANAGEMENT

- A. The Contractor **shall** ensure that all deliverables are completed by the agreed upon due dates.
- B. At the start of each procurement or project, the Contractor **shall** participate in project kickoff meeting with OP to discuss and determine the comprehensive role of the Contractor and the Contractor's specific responsibilities for that project. Upon commencement of each project, the Contractor shall provide OP with a comprehensive project plan subject to DHS approval, including without limitation: timelines, deliverables, delineation of duties, proposed staffing, budget, initial risk assessment, initial market research, or other project appropriate elements as determined by DHS.
  - i. DHS will have the right to modify the service and deliverable requirements for each procurement or project to fit the needs of the project.
  - ii. These requirements and responsibilities of the Contractor shall also be subject to change during a procurement or project as deemed necessary by DHS.
  - iii. The Contractor **must** adhere to the modified requirements.
  - iv. The Contractor's primary focus **shall** be the projects previously identified above, but the Contractor may also assist with other procurement projects that directly impact involved DHS Divisions and Offices.

## 2.9 REPORTING

The Contractor **must** provide activity reports on a monthly basis (unless otherwise specified by DHS) throughout the duration of the contract. Reports **shall** include updates on projects for which the Contractor has primary or secondary responsibility. Invoice itemized reporting may also be required to track and reflect the past monthly activities, see RFP Section 4.1.B.

## 2.10 MONITORING

The Contractor will be assigned to a supervisor who will be responsible for oversight and assignments. The Contractor **must** organize and participate, as necessary, in training sessions for procurements.

## 2.11 CRIMINAL BACKGROUND CHECKS

The 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 position", if applicable to the underlying contracted services, under Ark. Code Ann. §21-15-102 or, otherwise as a "designated financial or information technology position" pursuant to Ark. Code Ann. § 21- 15-111.

## 2.12 PRIVACY AND SECURITY

- A. The Contractor **shall** ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and State privacy and security standards. Prior to award, the Contractor must complete and sign a Business Associate Agreement (BAA). The State of Arkansas Security and Privacy policies can be found at:

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1001.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1003.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4002.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4008.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4009.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5000.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5010.pdf>

- B. The Contractor **shall** disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at [DHS.IT.Security.Team@dhs.arkansas.gov](mailto:DHS.IT.Security.Team@dhs.arkansas.gov).
- C. The Contractor **shall** use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.
- D. The Contractor **shall** safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.
- E. The Contractor **must** maintain confidentiality and meet any applicable Privacy Act of 1974, Health Insurance Portability and Accountability Act (HIPAA), and Health Information Technology for Economic and Clinical Health (HITECH) Act requirements. Prior to award, the Contractor **must** complete and sign a Business Associate Agreement (BAA).

### 2.13 PERFORMANCE STANDARDS

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

### SECTION 3 – SELECTION

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

#### 3.1 TECHNICAL PROPOSAL SCORE

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

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

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

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

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

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 General Experience	10	20	140
E.2 Medicaid Enterprise System Experience	15	20	140
E.3 Procurement Experience	40	20	140
E.4 Approach and Methodology	45	15	105
E.5 Sample	40	15	105
E.6 Project Management and Reporting	25	10	70
<b>Total Technical Score</b>	<b>175</b>	<b>100%</b>	<b>700</b>

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

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

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

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

E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

F. Technical Proposals that do not receive a minimum weighted score/subtotal of 400 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

**3.2 ORAL PRESENTATION/DEMONSTRATION SCORE**

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

**3.3 COST SCORE**

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

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

A = Lowest Total Cost

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

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

### 3.4 GRAND TOTAL SCORE

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

	Maximum Points Possible
Technical Proposal	700
Cost	300
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

### 3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

## SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

### 4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices shall be forwarded to:  
[DHS.OP.Solicitations@dhs.arkansas.gov](mailto:DHS.OP.Solicitations@dhs.arkansas.gov)
- B. Invoices **must** be submitted for each completed milestone at the amount defined under the contract for DHS review and approval. Invoices **must** be approved by designated DHS staff prior to processing and may be rejected for inaccuracy or incomplete milestones.
- C. Due to the nature of the service to be performed, Contractor will be paid according to the completion of designated milestones. Contractor and OP will work together to design a custom project development timeline for each project under contract. OP will use a formula to divide the total project cost into individual payments that shall become payable upon the completion of each task (milestones). (See Section 4.1.D) Payment for services will be based on the following: (1) Contractor's completion of each project milestone by the end of each designated milestone period identified in the program development timeline and (2) Contractor's overall service delivery under this Contract (i.e. to include satisfactory quality assurance, effective risk management, etc.) as outlined in this Solicitation Scope and Performance Standards.
- D. Payments will be made based on percentages of the fixed price per project for each milestone completion including the following:

Milestone Description	Billable Milestone Percentage
Project Kick-Off	10%
Scope of Work Draft	15%
Solicitation Finalization & Posting	20%
Questions & Answers Posted, Minimum Qualifications Validated	5%
Evaluation Materials and Evaluation Facilitation Complete *Anticipation to Award*	20%
Protest Support through Protest Determination	10%
Contract Negotiations, Legislative Approval, and Contract Execution	20%

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

### 4.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.

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

#### 4.3 CONDITIONS OF CONTRACT

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

#### 4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State **shall not** at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific



provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

#### 4.5 PERFORMANCE BONDING

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

#### 4.6 RECORD RETENTION

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

#### 4.7 PRICE ESCALATION

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

#### 4.8 CONFIDENTIALITY

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

**4.9 CONTRACT INTERPRETATION**

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

## **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.