STATE OF ARKANSAS

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

REVISED DRAFT - REQUEST FOR PROPOSAL

RFP SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-25-078	Draft Solicitation Issued:	November 10, 2025
Description:	Customer Service Center		
Department:	Department of Human Services		

SUBMISSION DEADLINE			
Comment Submission Date and Time:	~~November 24, 2025~~December 12, 2025, 4:00 p.m., Central Time	Anticipated Final RFP Posting Date:	January 1, 2026, 2:00 p.m., Central Time

Proposals **shall not** be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).

DELIVERY OF RESPONSE DOCUMENTS	
Drop off Address: United States mail (USPS): Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72203 ***Note: Hand delivered responses must be delivered directly to the security desk at 700 Main Street and logged by the security desk prior to the bid submission deadline to be accepted otherwise these deliveries will not be accepted and may be disqualified. Receipts for submissions will NOT be issued to bidders.*** Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437 Arkansas Department of Human Services Attn: Office of Procurement 112 West 8th Street, Slot W345 Little Rock, AR 72201 Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**
Proposal's Outer Packaging:	If the bid packet is not sealed and properly marked with the below information, the package may be opened for bid identification purposes. • Bid solicitation • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION

Department Buyer:	Tamara DeBord	Buyer's Direct Phone Number:	501-683-5969
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS Main Number:	501-682-1001
DHS Website: OSP Website:	DHS Procurement Announcements OSP Bid Opportunities		

Contents

NOTICE TO PROSPECTIVE CONTRACTORS

Due to the magnitude of the scope of this solicitation and its specifications, the Arkansas Department of Human Services posts this draft RFP in advance of the final RFP solicitation documents for 710-25-078 in order to allow Prospective Contractors to review draft RFP materials and begin compiling their proposal response.

The final, official RFP posting will be made at a later date pending federal approval of the draft RFP. DHS expects this draft RFP to substantially mirror the final, official RFP. DHS will not be accepting any responses to this draft RFP and any responses to the final, official RFP must be based solely on the content of the official posted materials. ~~DHS will not accept any comments or questions about the draft RFP.~~

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 a Customer Service Center (CSC). The Office of Procurement is the sole point of contact throughout this solicitation process.

1.2. INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT (NON-NEGOTIABLE)

According to Ark. Code Ann. § 19-61-802, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, 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 three (3) years. The anticipated start date for the contract is September 1, 2026. Upon mutual agreement by the Prospective Contractor and agency, the contract may be renewed by OP, on a year-to-year basis, for up to four (4) additional one-year terms or portions thereof.

C. The total contract term shall not be more than seven (7) years.

1.4. ISSUING AGENCY

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

1.5. BID OPENING LOCATION

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

1.6. ACCEPTANCE OF REQUIREMENTS

A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that the Contractor's agreement to and compliance with that item is mandatory.

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

C. Contractor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's Agreement and Compliance Page. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)

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 **mus**t be submitted in the original Technical Proposal Packet.

1. A hard copy of the original *Technical Proposal Packet* **must** be received on or before the bid submittal date and time. Printed copies should be single sided.

2. The Technical 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 *Technical Proposal Packet*.)

   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*.)

d. Signed *Client History* form, Attachment P

e. Signed *Statement of Attestation*, Attachment Q

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. All items on flash drive 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. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.

b. One (1) electronic copy of the *Technical Proposal Packet*, preferably on flash drives. All items on flash drive should be in PDF format.

c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.

d. One (1) redacted copy, in PDF format, if applicable, (marked "REDACTED") of the original *Technical Packet*, preferably on a flash drive. *(See Proprietary Information.)*

e. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

D. Original *Technical Proposal Packets* **must** be submitted to the Office of Procurement on or before the day\time specified for bid opening. The *Technical Proposal Packet* **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.

E. Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.

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 **date**. 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 **date**.

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 A*greement 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 and Cost Proposal Template (if applicable) 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* and *Cost Proposal Template* (if applicable) are provided as separate attachments posted with this *Bid Solicitation*.

B. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.

C. The *Official Bid Price Sheet* and *Cost Proposal Template* (if applicable), 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* and Cost Proposal Template (if applicable) are provided as a separate attachments 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 *Technical Proposal Packet* contain any pricing, the response **shall** be disqualified.

E. Failure to complete and submit the *Official Bid Price Sheet* and Cost Proposal Template (if applicable) **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.

H. 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.

I. 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.

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 (NON-NEGOTIABLE)

A. Documents submitted pertaining to this *Bid Solicitation* become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA) (*see* Ark. Code Ann. § 25-19-101, *et seq.*).

B. In accordance with FOIA, all public records shall be open to inspection unless specifically exempted from disclosure. In the interest of promoting 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 be exempted from the Public Records Act pursuant to FOIA.

C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under FOIA and any other applicable law by submitting a redacted copy of the response. By 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 are exempt from disclosure pursuant to Ark. Code Ann. § 25-19-105(b). The Arkansas FOIA has a presumption of openness. It is to be liberally interpreted, and exemptions are to be narrowly construed. For each redaction, Prospective Contractor **must** provide detailed justification as to how disclosure of the redacted information would give advantage to competitors. As custodian of the records, the State has the legal authority to review redactions to determine whether each are specifically and sufficiently justified to retain redaction prior release. **Evidence that demonstrates that the Prospective Contractor meets the minimum qualifications of this RFP must be minimally redacted.**

D. Under no circumstances will pricing information be designated as confidential.

E. One (1) complete electronic 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. Do not submit documents via e-mail or fax.

F. 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.

G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

H. The redacted copy shall be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.

I. If a redacted copy of the submission documents is not provided with Contractor's Technical Proposal 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).

J. The State will release any redacted information deemed to be subject to FOIA; the State will **not** contact the Prospective Contractor prior to the release of documents.

K. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

L. In accordance with Ark. Code Ann. § 25-19-103(7)(A), Contractor shall timely and accurately respond to FOIA requests made directly to the Contractor and provide written notice of any received request to DHS via DHS.FOIA@arkansas.gov.

M. Additionally, Contractor shall cooperate with DHS on any FOIA request received by DHS regarding information and documents in Contractor's possession or control. Contractor shall provide the requested records within three (3) business days of DHS request unless otherwise approved by DHS.

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. Responsible Contractors reasonably susceptible of being selected for award is defined as any contractor that falls within the competitive range based on price and appears to provide the best value based on evaluation criteria.

B. Discussions and Negotiations

1. Arkansas Procurement Law allows for Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award.
2. The Department reserves the discretion and the right to engage in Discussions to the fullest extent permitted under Arkansas Code Annotate § 19-61-506 and Office of State Procurement rules.
3. After initial evaluation, the Department may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
4. Cost will be considered in establishing this range.

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.
5. These notices are anticipated awards only and are subject to protest.

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. EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-60-104, 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 hard copy 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.

1.22. COMBINED CERTIFICATIONS

A. Pursuant to Arkansas law, a Contractor must certify compliance with the certification requirements listed below that are relevant to the contractor's performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Additionally, Contractor agrees and certifies they shall comply with all Arkansas laws applicable to the contractor's performance under the resulting contract, including:

1. Boycott Israel. See Arkansas Code Annotated § 25-1-503.

2. Knowingly employ or contract with illegal immigrants. See Arkansas Code Annotated § 19-11-105.

3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. See Arkansas Code Annotated § 25-1-1102.

4. Employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

1.23. 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.

1.24. 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.

E. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013 if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

F. 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.

G. The proposed solution must comply with the State's shared Technical Architecture which is a set of policies and standards that can be viewed here. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25. PROCUREMENT CARD ACCEPTANCE (IF APPLICABLE)

A. Awarded Contractor should have the capability of accepting the State's authorized 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. P-card is not the exclusive method of payment.

1.26. 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.

1.27. RESERVATION

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

1.28. DATA LOCATION (NON-NEGOTIABLE)

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

1.29. SCHEDULE OF EVENTS

SOLICITATION SCHEDULE

ACTIVITY	DATE
Public Notice of *Draft* RFP	November 10, 2025
Deadline for Receipt of Comments	~~November 24, 2025~~ December 12, 2025, 4:00pm CST
Anticipated Public Notice of *Final* RFP	January 1, 2026
Proposal Due Date and Time	N/A
Anticipated Opening Proposal Date and Time	February 26, 2026, 2:00 pm CST

Intent to Award Announcement Posted, On or About	May 4, 2026
Contract Start Date (Subject to State Approval)	September 1, 2026

1.30. STATE HOLIDAYS

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

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

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

SECTION 2 – SPECIFICATIONS

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

2.1. INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for multiple divisions within DHS to obtain pricing and a contract for the establishment, operations and ultimate expansion of a technology platform to be shared by Customer Service Center (CSC) and State staff. The Office of Procurement is the sole point of contact throughout this solicitation process.

DHS is requesting proposals from interested parties regarding the CSC that leverages and extends the current capabilities of the present beneficiary call line. The goal of this CSC is to provide prompt, accurate, and consistent information regarding programs, questions, and concerns in a streamlined and holistic manner that is easy to navigate for beneficiaries. DHS is seeking a partner to collaborate on this opportunity to prioritize and strengthen customer experience.

The CSC **must** be operational by January 1, 2027 (and, as discussed herein, certain outbound verification activities before that). These operations include, but are not limited to, the seamless continuation of existing services provided by DHS' existing beneficiary call line, as well as some key expansion points outlined in this scope of work, including but not limited to the deployment of Customer Relationship Management (CRM) software for CSC and State staff use.

As described herein, beyond the requirements for the CSC on its go-live on or before January 1, 2027 - the State wishes to engage, through this RFP, a partner to enhance the capabilities and business functions handled by the CSC. This includes, but is not limited to, adding more capabilities to the CSC which are presently performed by State employees, and potentially the expansion of technology in use at the CSC. Expansion will also include granting the State access to the CRM software, and the use of Artificial Intelligence (AI) in the CSC.

2.1.1 Overview of DHS Organization and Operations

The Arkansas DHS has eight main divisions. These divisions include the Division of Aging, Adult, & Behavioral Services (DAABHS); the Division of Children & Family Services (DCFS); the Division of County Operations (DCO); the Division of Developmental Disabilities Services (DDS); the Division of Medical Services (DMS); the Division of Provider Services & Quality Assurance (DPSQA); the Division of Youth Services (DYS); and Shared Services, which is comprised of twelve offices. For the purpose of this RFP, the Shared Services offices of significance are the Office of Communications & Community Engagement (OCCE), Office of Information Technology (OIT), Office of Procurement (OP), and Office of Substance Abuse and Mental Health (OSAMH). In sum, the key divisions and offices of relevance within DHS for this CSC and RFP include DAABHS, DCO, DDS, DMS, DPSQA, OIT, OCCE, OP, and OSAMH.

In August of 2024, DHS issued a Request for Information (RFI) regarding this CSC to gauge the aggregate level of qualified interest from potential contractors, assess the overall magnitude of the opportunity identified by potential contractors, and inform the design of future potential solicitations. After reviewing the RFI responses, DHS determined that this RFP was the best course of action. For more information on this RFI, please reference the publicly available documents linked here. Please note - submission of information in response to the RFI is not a requirement to submit a proposal in response to this RFP.

2.1.2 Overview of the Present Beneficiary Call Line

An incumbent vendor operates the beneficiary call line that includes both beneficiary call support and support for DHS providers. This CSC contemplated by this RFP will not provide a provider support call line or services and will be separately solicited.

The incumbent vendor furnishes the telephony platform on which the beneficiary call line operates.

Today, when a beneficiary or prospective beneficiary calls the beneficiary call line the nature of their inquiry may be resolved by a call center staff member directly, referred to the State for resolution, or a combination of both actions. Tables 1 and 2 in Section 2.3.2.1 give an approximation of how most topics are presently handled.

The ability to respond to questions and beneficiary requests requires beneficiary call line staff to have access to the State's eligibility system, the Arkansas Integrated Eligibility System (ARIES), and Arkansas' Medicaid Enterprise System ("MES" or "Core").

As of September 2025, DHS estimates the annual total number of calls made to the beneficiary call line to be about 668,000 calls based on approximately thirty months of call volume data (the details of which can be found in the bidders' library). Approximately 96% of these calls were in English and 3% were in Spanish.

The incumbent vendor has deployed a CRM mainly for its internal use. This RFP neither contemplates nor requires conversion or migration of the incumbent's CRM into the future CSC System.

The incumbent manages email communications directly with beneficiaries, including but not limited to the ability to receive documents otherwise needed by the State for its operations.

2.1.3 Statement of Challenge and Vision

2.1.3.1 Challenge

The divisions within DHS need a CSC vendor to handle increasing customer demands, cross communication between agencies and subcontractors, and competing priorities between divisions. While the current beneficiary call line meets some customer service needs across DHS programs, many division staff across the State are overwhelmed with a high volume of high complexity calls related to subject matter not currently covered by the current operations.

The volume of programs and beneficiaries often require subject matter expertise that the current beneficiary call line is not capable of resolving directly. Many customer inquiries are often transferred multiple times before landing with a State employee who can directly address the caller's needs. Beneficiaries are often passed through multiple

interactive voice response systems (IVRS) and transferred between several State employees before the inquiry is routed to someone that can address the specific caller's needs.

Furthermore, the current contract for the beneficiary call line does not require a CRM, which means there is not a single way to track the records of a caller and the information shared with them. Instead, the information is inconsistently captured between case notes in ARIES, email communication between and within contractor and the State, and an informal CRM utilized by contractor to which certain State staff (approximately 15 DCO team members) have informally been granted limited and case-specific access.

The beneficiary call line is one of several lines which serve related and sometimes overlapping purposes. Beyond the beneficiary call line the State has eight current call lines – including one Medicaid line, one internal SNAP line, six local call centers – as well as a variety of email addresses. Several informal and unsanctioned methods of escalating cases and problems to circumvent the beneficiary call line have developed over time. The disparate ways to contact DHS are not serving Arkansans as holistically or efficiently as is possible.

2.1.3.2 Vision

This RFP seeks, over time, to remedy the above problems through a CSC which utilizes technology and subject matter expertise to improve the customer service experience of Arkansas callers.

Firstly, the Contractor must act as a technology partner to develop and maintain a CSC System which includes, but is not limited to, a CRM which is integrated with key State systems, a community resources and referrals database, and the telephony system used for phone contact to the CSC. The CSC System (in particular the CRM) will be a shared system with State staff, helping bridge the gap between the services provided by the CSC and the State. The Contractor will also provide expertise regarding the use of AI in the CSC space. Specifically, the Contractor, along with the State, shall develop an Artificial Intelligence Implementation Strategy specific to the CSC. Beyond this, the State is interested in how AI and other off-the-shelf tools could improve CSC efficiency at launch.

Secondly, the Contractor must furnish and train a CSC workforce capable of handling the initial (and ultimately expanded) set of topics and beneficiary requests. This workforce will work seamlessly with State staff and know when issues require State intervention, and the proper State people to intervene. Over time, State intervention will be less frequent, but likely never eliminated for particularly complex cases or topics where State duties are non-delegable.

Thirdly, the Contractor must bring the human services program understanding to intelligently and efficiently engage with State staff to understand the processes and subjects needed from the CSC by January 1, 2027, but also the processes desired from the CSC beyond that date. Those future processes have not been delegated to a Contractor before, and may be undocumented and informal. An understanding of what is required by rule and law will help complement an understanding of what has been historically done.

Finally, the State seeks a Contractor which, through its outbound verification capabilities, will support the State's efforts to determine beneficiary compliance with Medicaid Community Engagement Requirements.

2.2. 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 prime Contractor must have a minimum of five (5) years of experience establishing, operating, and managing a call center or customer service center for a state (or county with over 100,000 residents) Medicaid program as

well as a customer relationship management systems. The total of five (5) years must include experience in the last three (3) years.

1. For verification purposes, the Prospective Contractor must complete Attachment P - Client History Form for itself and any subcontractors it proposes to fulfill this minimum qualification.
2. There is no requirement that subcontractors have experience working with governments as the State is primarily interested in the subject matter expertise subcontractors bring to the project.

D. The Contractor (or subcontractor) must also have two (2) years of experience performing outbound calls.
   1. For verification purposes, the Prospective Contractor must complete Attachment P - Client History Form for itself and any subcontractors it proposes to fulfill this minimum qualification.

E. Contractor must be free of a "conflict of interest" and able to perform the outbound verification activities contemplated herein to support the State's performance of Community Engagement Requirements contemplated by PL 119-21. What constitutes a prohibited Conflict of interest is located in Section 71119(c). For verification purposes, Prospective Contractor must complete Attachment Q - Statement of Attestation.

2.3. SCOPE OF WORK

2.3.1 Contract Initiation and Project Management

2.3.1.1 Contract Planning Kickoff

A. As part of the contract initiation, the Contractor shall work with DHS to conduct an onsite planning kickoff to discuss processes, tools, deliverables, deliverable content, and other aspects of collaboration.

2.3.1.2 Status and Touchpoint Meetings

A. Within the first month of contract execution, the Contractor shall be responsible for establishing the Monthly Status Report Meeting, as well as bi-weekly (every two (2) weeks) touchpoint meetings. The monthly status meeting will use the Status Report deliverable described in section 2.3.1.9.1 of this RFP as its agenda, while the biweekly touchpoint meetings are more informal but are a forum for the Contractor to provide brief status, reporting on recent success, upcoming activities, and/or to communicate known problems or concerns. The Contractor shall also meet with the DHS team as requested. The Contractor shall create and distribute meeting minutes following all meetings within one (1) business day.

B. The Contractor may be included in meetings with DHS or other interested parties, including, but not limited to, entities within the State and federal government. If requested by DHS, and/or any other State or federal oversight agency, the Contractor shall provide any data or information within three (3) business days of receipt of the request. The data or information shall be provided at no additional charge and must be in the requested format, media type, and/or quantity.

2.3.1.3 Deliverable Expectations Document

A. The Contractor shall deliver a single Deliverable Expectation Document (DED) for DHS approval. The Contractor shall use a DED for all deliverables. The DED shall align with CMS's DED template for all deliverable submissions. The Contractor must organize any meetings necessary to understand and align with the use of the CMS template and/or any DHS-specific changes needed to the DED template. The Contractor shall download any available and required deliverables templates from the CMS.gov repository.

B. The Contractor shall organize joint review sessions with DHS to align the Contractor's understanding of expectations using the deliverables templates.

2.3.1.4 Project Initiation Checklist

A. The Contractor shall develop and submit a checklist confirming that the following key project establishment activities have been completed:
   1. All Contractor Key Staff have been provided DHS credentials;
   2. Connectivity to all required project systems for Contractor and DHS staff has been established;
   3. A Contractor staff directory, containing all contact information and project titles, has been provided to the necessary DHS staff (as determined by DHS); and
   4. The kickoff presentation occurred.

2.3.1.5 Project Management Plan

A. The Contractor shall develop and maintain a Project Management Plan (PMP) for DHS approval that describes all the project management processes, roles, and responsibilities to effectively manage and control the contract, with emphasis on processes that are not covered in separate plans in this RFP.

B. The PMP will govern the Contractor's project management processes for the duration of the Contract. The Contractor must identify and indicate specific aspects within the PMP where DHS support or input is expected. The PMP components must align with the DHS processes, including use of and/or interface with DHS

Enterprise tools, as directed by DHS and as outlined in section 2.3.3.1.3. The PMP approach must be consistent with the Project Management Institute (PMI) Project Management Methodologies stated in the Project Management Body of Knowledge (PMBOK©) or an equivalent standard.

C. The PMP shall, at minimum, include:
   1. An Overall System Design Life Cycle (SDLC) approach that demonstrates the Contractor has a strong understanding of DHS's requirements and identified needs; as well as a well-defined vision for how the CSC will be implemented, enhanced, maintained, and operated;
   2. An approach for collaboration with DHS and other DHS contractors to ensure alignment of activities and deliverables, including obtaining and incorporating feedback, providing input, and reporting;
   3. An approach for using and interfacing with all DHS tools designated by DHS for Contractor use;
   4. Risk and issue management, including:
      a) Proactive identification and analysis of risks before they become issues;
      b) Development of risk avoidance, transfer, mitigation, or management strategies;
      c) An approach to monitoring, communicating, and reporting risk status, including procedures for documenting, resolving, and reporting issues and risks identified by the Contractor, DHS, or other DHS contractors;
      d) A process for root cause analysis;
      e) Methods for active ongoing identification and assessment of project risks; and
      f) Process for how risks will be quantified, qualified, and categorized.
   5. Quality management, including:
      a) Describe how Contractor ensures all deliverables, artifacts, work products and services are delivered at the highest quality to meet Contract requirements;
      b) Phase-specific processes and tools (*i.e.*, templates, standards, and checklists) to ensure quality outcomes;
      c) Process for monitoring and improving all maintenance and operations activities; and
      d) Method and metrics for ensuring systems and business performance, timelines, and costs.
   6. Decision and action item management;
   7. Change management;
   8. Service Request management;
   9. Incident management and escalation process;
   10. Defect identification, prioritization, tracking, assignment, monitoring, and resolution, for defects identified pre-implementation and post-implementation; and
   11. Subcontractor management policies and procedures (if applicable).

D. The PMP shall be updated annually for DHS approval.

2.3.1.6 Staffing Management Plan

A. The Contractor shall develop and maintain a staffing management plan for DHS approval that demonstrates an understanding of the services required by this RFP and addresses the Contractor's staffing plans through all phases of the Contract, including but not limited to Key Personnel, management, staff who manage the day-to-day operations of the CSC, and staff who answer the phones at the CSC. The Staffing Management Plan must, at a minimum, include:
   1. Identifying all key and non-key personnel by resource type throughout all phases of the Contract, including the FTE allocation for all personnel;
   2. Number, type, and categories of staff proposed;
   3. Staff qualifications and areas of expertise;
   4. Staff may perform work virtually, except for key personnel identified that will be required onsite, or located in Arkansas. Contractor must accommodate any modification of staff onsite presence within thirty (30) calendar days of DHS request;
   5. Recruiting, hiring process, transition, and training plans for new staff and reassigned staff;
   6. Recruitment and outreach methodology for staffing from communities within the State served by DHS programs and the CSC.
   7. The methodology to timely replace vacant Key Personnel (See Attachment I);
   8. The approach to designating backups for Key Personnel for vacancies and time off;
   9. The processes for identifying, qualifying, and onboarding new team members, as well as removing a team member (including security access removal);
   10. If applicable, the approach to managing its subcontractors, other suppliers, and other partners;
   11. An organizational chart outlining all staff assigned to the contract;
   12. The management structure and approach;
   13. Quality Assurance and Improvement for staffing;
   14. A list of all individuals associated with the contract, (excluding individuals answering phones and managing the day-to-day operations of the CSC) with each individual's name, position, business telephone number,

business email address, physical location of work (city and state only) responsibilities, hours allocated, rate, and percentage of time dedicated to the Contract. This list shall include subcontractor staff; and

15. Upon request, the Contractor shall provide a staffing plan including the role and number of years of experience for each staff member in their specific role at any time during the contract period.

B. The Staffing Management Plan shall be updated annually for DHS approval.

2.3.1.7 Stakeholder Management Plan

A. The Contractor shall, working alongside DHS, provide a Stakeholder Management Plan for DHS approval that defines the processes required to identify the people, groups, or organizations that could impact or be impacted by the new CSC, identify stakeholder expectations and their impact on the project, and develop appropriate management strategies for effectively engaging stakeholders in project decisions and execution.
B. The Contractor shall create a Stakeholder Management Plan to address how it shall:
   1. Identify stakeholders;
   2. Engage stakeholders based on their needs, expectations, interests, and potential impact on the project;
   3. Communicate and collaborate with stakeholders to meet their needs and expectations, address issues, and foster appropriate engagement and involvement; and
   4. Monitor stakeholder relationships and tailor strategies for engaging stakeholders throughout the term of the contract.
C. The activities related to stakeholder management are iterative in nature, will be reviewed regularly with DHS, and updated routinely.

2.3.1.8 Communication Management Plan

A. The Contractor shall develop and maintain a Communication Management Plan for DHS approval that describes the approach and details types and means of communication, communication channels, communication flow within the organizational structure, escalation, guidelines for meetings, dissemination of knowledge, and communication effectiveness.
B. In developing the Communication Management Plan, the Contactor shall consider the following project organization, DHS organizational structure, project stakeholders, affected programs and policies, external information needs including but not limited to the press and legislature, existing communication technology, DHS communication processes and procedures, and communication across multiple DHS contractors.
C. The Communication Management Plan must, at minimum, include:
   1. Approach to communications and communication management;
   2. Collection and distribution structure for different communication channels and media;
   3. A description of information to be disseminated;
   4. Distribution media; and
   5. Schedules listing when information will be produced, reviewed, approved, and disseminated.
D. The Communication Management Plan shall also include both a plan, as well as the development of materials for a Public Awareness Campaign. The Public Awareness Campaign shall utilize multiple channels of marketing and communications (*e.g.* websites, social media, community bulletin boards, local newspapers, *etc.*) in order to promote the CSC offerings to potential customers, including the forthcoming changes to the CSC, prior to the CSC launch date. The Public Awareness Campaign should be in collaboration with local organizations and include, at minimum, multi-language written marketing materials, as well as multi-language digital materials explaining the variety of the CSC offerings, accessibility instructions and tutorials, and customer testimonials. The Public Awareness Campaign plan and materials are due three (3) months after the contract start date;
E. The Communication Management Plan shall be updated annually for DHS approval.
F. DHS must review and approve all communication deliverables.

2.3.1.9 Project Schedule

A. The Contractor shall deliver an initial Project Schedule for DHS approval that includes all proposed and required contract activities. Once approved, the Contractor shall begin project schedule submission weekly and upon request by DHS throughout the duration of the contract.
B. The Project Schedule must break down the Contractor's activities into discrete increments, document the estimated effort and include major milestones, dependencies, task durations, responsibility assignments, checkpoints, go/no-go decision points, and more.
C. The Project Schedule must be managed using industry standards and best practices, such as but not limited to PMBOK or ITIL, and including but not limited to baselines, critical path analysis, and recording actual start and finish dates. The Contractor shall baseline and submit for approval the Project Schedule throughout all phases of the Contract period.

D. The Project Schedule must include a work breakdown structure reflecting all project scope and necessary activities, as well as a Gantt chart presentation, and must be submitted electronically in Microsoft Project and PDF.
E. The Contractor shall follow all DHS scheduling processes unless otherwise agreed upon by DHS.
F. The Contractor shall work collaboratively with DHS and other DHS Contractors to provide schedule information to be included in an Integrated Master Schedule (IMS), as determined by DHS.

2.3.1.9.1 Status Reports

A. The Contractor shall deliver written status reports twice monthly for DHS approval. The first status report must cover the 1st through the 14th calendar day of the month, and the second must cover the 15th through the last calendar day of the month.
   1. The Status Reports are due five (5) business days after the reporting period.
B. The Contractor shall be prepared to present and/or discuss the Status Reports in status meetings.
C. The Status Reports shall, at a minimum, include:
   1. One-page graphical summaries of the status of all major scheduled tasks and subtasks, including graphical statuses of scope, schedule, and budget (red, yellow, or green and a definition of each color level);
   2. Accomplishments and setbacks during the last reporting period, including any tasks that started or finished late and the root causes of delays;
   3. Objectives for the next reporting period, highlighting any tasks that may necessitate DHS or other stakeholder involvement;
   4. Status of in-progress activities, including milestones, at-risk milestones, mitigation efforts to avoid delays, schedule changes, testing status, and key dependencies with other DHS efforts and activities;
   5. Staffing changes;
   6. Key decisions made, in progress, or needed;
   7. Release summary and testing status;
   8. Summary of performance standards that were not met for the prior period, and the plan for remediation;
   9. Change Control summary, including:
      a) Pending change order requests, priority and estimated level of effort for each;
      b) Number of change orders by type;
      c) Number of active change orders (by current month, year);
      d) Number of completed change orders (by current month, year); and
      e) Significant budget and schedule deviations by change order request.
   10. Configuration management summary providing a high-level overview of any changes to the CSC System's baseline configuration;
   11. Defects identified and defect resolution status;
   12. DHS Staff Training summary;
   13. Security management summary, including incidents and violations that occurred during the period;
   14. Service request summary;
   15. Key CSC data and information including but not limited to:
      a) Call volume including trends by hour, day, week, and month;
      b) Answer rates;
      c) Number of transfers;
      d) Summary of call types;
      e) Speed to answer;
      f) Abandonment rate;
      g) Average length of interaction; and
      h) Resolution rates;
      i) Count and type of other forms of customer outreach (*e.g.* email) as applicable.
   16. Updates on CSC Expansion including updates to the roles of CSC staff;
   17. A year-to-date summary of all unscheduled downtime; and
   18. All other necessary information to present to CMS for the latest CMS Certification process if not included in the Biweekly Status Report.

2.3.1.9.2 Performance Management Plan

A. The Contractor shall develop and maintain a Performance Management Plan for DHS approval that describes the approach and detailed steps the Contractor shall use to identify, capture, measure, monitor, display and report the technical and operational performance to be used as performance standards.
B. The Performance Management Plan shall describe the Contractor's process for conducting quarterly scheduled reviews with DHS to review performance data and discuss performance. Discussion may include any impact due to the change control process and any necessary modifications to the performance standards.

C. All performance standards reporting on system modification change resources and metrics, and outcomes must be monitored and reported in a single performance dashboard accessible to DHS. The performance dashboard must display all applicable data for at least the two (2) last quarters. The performance dashboard must include but is not limited to:
   1. Data on all performance standards;
   2. Data on system component performance;
   3. Year-to-date modification pool hours and dollars;
   4. The latest CMS Certification guidance measures and outcomes;
   5. Data on CSC performance including but not limited to:
      a) Call volume;
      b) Average length of interaction;
      c) Summary of call types;
      d) Resolution rates; and
      e) Transfer rates.
   6. Ability to drill down into metrics, display data based on various timeframes, in charts or graphs, and export data into DHS-defined format; and
   7. Ability to generate regular and ad hoc reports at DHS request.

D. The Performance Management Plan shall be updated annually for DHS approval.

2.3.1.9.3 Disaster Recovery/Business Continuity & Contingency Plan

A. The Contractor shall submit a Disaster Recovery/Business Continuity and Contingency Plan to DHS for approval for the technology and infrastructure components, CSC operations, and business area operations.

B. The CSC System must be protected against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services. The plan must address recovery of business functions, business units, business processes, CSC operations, human resources, and the technology infrastructure. Production and Recovery sites must be in separate geographic regions in the continental United States. The plan shall include infrastructure and services recovery responsibilities associated with:
   1. A partial loss of a function or of data for a brief amount of time; or
   2. A worst-case scenario in which a man-made or natural disaster, data center equipment or infrastructure failure, or total system failure results.

C. Disaster recovery testing and results must be completed, and the results provided to DHS annually.

D. The Contractor shall conduct regular testing of backup and restore procedures to ensure data integrity, availability, and recoverability in accordance with DHS requirements. Tests shall include validation of full and partial restores of production data and system configurations

E. Backup restore testing shall be conducted at least annually, and additionally upon significant changes to systems, infrastructure, or business processes. Testing shall simulate real-world failure scenarios to validate both data recovery and system restoration capabilities.

F. The Contractor shall conduct regular testing of data backup and restore procedures to validate data integrity, availability, and compliance with defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO). Backup restore testing shall be performed at least annually, with documented results submitted to DHS.

G. The plan shall, at a minimum, include:
   1. Documentation of who shall declare a disaster or failover, escalation communication, and process for DHS approval to begin implementing the Disaster Recovery/Business Continuity & Contingency Plan;
   2. Backup schedule in accordance with DHS requirements;
   3. Identification of the critical business processes and functions to be recovered and the process for DHS approval and periodic review;
      a) For each critical business process and function:
         i. Identification of potential system failures for the process,
         ii. Risk analysis for potential failure,
         iii. Impact analysis of potential failure, and
         iv. Definition of minimum acceptable levels of output;
   4. Documentation of contingency plans and identification of triggers for activating contingency plans;
   5. Procedures for activating any special teams for business continuity;
   6. Process to establish a war room and business resumption team;
   7. Communication protocols to both CSC and DHS staff and processes for restoring operations in a timely manner;
   8. Review and update plans, as required, due to any system configuration changes or at least annually.
   9. Plan for replacement of personnel, if needed;
   10. Retention, storage and access to backup files and software;
   11. Hardware backup for critical system components;

12. Facility backup;
13. Backup for telecommunications links and networks;
14. Maintenance of current system documentation and source program libraries at an offsite location; and
15. Annual schedule for testing.

H. The Disaster Recovery/Business Continuity and Contingency Plan shall be updated annually for DHS approval.

2.3.2 Customer Service Center Launch

2.3.2.1 Initial Duties of CSC at Launch

A. Subject to refinement and expansion pending the business process discovery contemplated by section 2.3.2.3.1, below are two tables broadly outlining the types of calls the CSC must be prepared to field on January 1, 2027. Please note – these tables are provided to give Respondents a broad understanding of the call types expected for the CSC and present role of the State. A more precise array of call types and CSC actions shall be developed by the Contractor with the State.

B. Table 1 details the type of call where the CSC will be able to completely or partially answer the questions or fulfill the request from the caller. In some instances, or levels of complexity, transfer to the State is required. Some, but not all, of the reasons for transfer to the State are documented in the "Additional Action" column.

C. As a general matter, the CSC is the first line of response for these topics/subjects. Broadly speaking, the CSC will answer general inquiries about these State programs and will be capable to speaking to how these programs may apply to the circumstances of the individual calling. Particularly complex or unique circumstances may still warrant transfer to the State, but the overarching goal of the CSC is to minimize transfers to the State.

Table 1: CSC at Launch Capabilities

	Topic / Scenario	**CSC Action**	**Additional Action**

1	An authorized customer requests information about their or a third party's TEA, Summer EBT, Work Pays, Medicaid (all categories) and/or SNAP benefits, ConnectCare, Health Plan Questions, including, but not limited to, the customer's Medicaid ID and/or case number, timing of benefits, and/or in-house appointment(s), case status and general eligibility questions.	Answer all informational questions. For SNAP, follow FNS Guidance for Use of Vendor/Private Staff in Call Centers, which allows the CSC to do the following tasks, in addition to answering all informational and general questions. (These guidelines are subject to change and the CSC is responsible for ensuring ongoing compliance.): screen for eligibility; provide application assistance; answer client questions about missing information; pursue missing information; provide verification guidance; providing locations and referrals; respond to requests for blank applications; and provide the following read-only information from the system: case status, application status, receipt of documentation, benefit amount and date, and case denial reason.	N/A
2	A customer requests that their personal information (*i.e.* address change) be updated with the State.	Make certain live edits in ARIES and Core.	N/A
3	A customer requests to apply for Medicaid, SNAP, or TEA benefits over the phone, including renewals and redeterminations.	Support eligibility, renewal, and redetermination informational questions over the phone. This includes, but is not limited to, facilitating the submission of required documentation, answering questions about the status of one's application and otherwise outstanding materials, explaining the application process, and/or facilitating appointments with DCO staff, if necessary.	If the CSC is unable to fulfill the request, or if the customer wants to apply for or renew their Medicaid benefits over the phone, facilitate a warm handoff to DCO.

4	A customer requests information or has questions regarding DHS divisions and/or offices.	Answer all informational questions about DHS, its divisions and offices, based on publicly available materials and CSC training materials. Address all general and informational needs.	N/A
5	A customer calls seeking information about or to schedule an appointment with a Medicaid provider.	Determine customer coverage, geographic location, age, and Medicare/Medicaid plans. Utilize Medicaid provider information, share provider contact information with the customer, and direct the customer to call the relevant provider(s) to schedule an appointment, if applicable.	If the caller is seeking substance abuse treatment see Row 2 Table 2.
6	A customer calls with a complaint regarding a Medicaid provider.	Transfer calls regarding provider complaints to DPSQA.	N/A
7	A customer requests information regarding the Non-Emergency Transportation program*	Answer informational questions about NET services generally. If a beneficiary is requesting NET services, the CSC must confirm that the customer is a Medicaid beneficiary and confirm their address in order to connect them to the appropriate NET broker. Once the CSC confirms this information, connect the caller to the appropriate NET broker in their area.	If the caller wants to file a complaint, the CSC should direct the caller to the appropriate vendor to handle complaints related to NET services.
8	A customer calls with questions or requests regarding TEFRA or TEFRA premiums.	Answer all informational and general questions about TEFRA.	If the CSC is unable to address the customer's needs related to TEFRA premiums, direct questions about TEFRA premiums to the TEFRA Unit.
9	A customer calls with questions or requests regarding ARHIPP.	Answer all informational and general questions about ARHIPP.	If the CSC is unable to address the customer's needs, direct questions about ARHIPP to HMS, or as directed by the State.
10	A customer calls with questions and they or the person who is the subject of the questions is in a PASSE	Address all informational questions regarding PASSE,	If the customer is in a PASSE,

	and/or a customer calls with inquiries and/or requests related to Developmental Disabilities Services and/or the Community and Employment Supports (CES) Waiver.	DDS, and the CES Waiver, including basic steps and requirements at the programmatic levels.	or has ever been in a PASSE, and has specific questions that the CSC cannot address, transfer the call to OSAMH. If the CSC is unable to address the customer's needs related to DDS and/or the CES Waiver, transfer the call to DDS.
11	A customer calls to report child abuse or maltreatment.	Transfer the call to the Child Abuse Hotline – 1-800-482-5964 – within DCFS.	N/A
12	A customer calls to report elder abuse or adult maltreatment.	Transfer the call to the Adult Maltreatment line – 1-800-482-8049 – managed by Adult Protective Services (APS) within DAABHS.	N/A
13	A customer calls seeking crisis services.	Transfer the call to the state designated crisis lines.	N/A
14	A customer calls seeking information on involuntary commitment on behalf of a family member.	Direct involuntary commitment calls to OSAMH.	N/A
15	A customer calls seeking information about Medicaid claims or explanation of benefits under their particular Medicaid category.	Answer all questions	N/A
16	A customer calls in response to Outbound Verification contacts with questions about the contact or request, questions about the Community Engagement Requirements generally, or to provide requested information	Answer all the questions and/or receive information	N/A

**Beneficiary Line Incumbent provides other services for NET including, but not limited to, quality assurance services. These services are under the scope of a separate contract and are not covered by the Scope of Work of this RFP.*

D. Table 2 below is a non-exhaustive list of call topics and beneficiary requests which the CSC should refer to State staff for State response or resolution. As expansion of the CSC is contemplated after January 1, 2027, the services or questions fielded by the State in Table 2 are desired areas of expanded responsibility for the CSC. Such expansion would, in effect, make "Table 2 topics" into "Table 1" topics in that the CSC would be able to answer inquiries on these subjects in a manner similar to its fielding inquiries for topics on Table 1 at CSC launch.

Table 2: Transfer to State at Launch Topics

	Topic / Scenario	**CSC Responsibility**
1	A customer requests substance abuse treatment options.	Transfer calls related to substance abuse and/or block grant providers to OSAMH.
2	A customer requests information on the competency restoration of a person awaiting trial, on behalf of the customer or the customer's family member(s).	Refer competency restoration calls to the OSAMH forensic division.
3	A customer enrolled in any of the following programs calls with specific questions or problems beyond the scope of Table 1 related to any of the following programs: Applied Behavioral Analysis Therapy for Children with Autism AR Choices Waiver Arkansas Health and Opportunity for Me (ARHOME) ARKids ARKids B Early and Periodic Screening Diagnosis and Treatment (EPSDT) Dental Fee for Service Durable Medical Equipment Home Health Hospital Services Independent Choices Waiver Inpatient Psychiatric Care for Children and Adults Life 360 Enrollment Living Choices Waiver Medical Surgical Procedures Occupational, Speech, and Physical Therapies PACE Program Personal Care Private Duty Nursing Residential Care Facilities Skilled Nursing Homes Targeted Case Management	Transfer the call to DHS.

E. The CSC will validate identity based upon a caller/customer by answering the below questions.
   1. Identity Confirmation Questions:
      a) Member First and Last name
      b) Member Date of Birth
      c) Current or previous address listed on file with DHS
      d) View the case in the state approved software to determine if the caller is an active member of the case, covered beneficiary, or documented authorized representative. If the caller meets one of these categories, the CSC can proceed with answering questions and/ or updating address or other contact information.
   2. If the caller is the parent of the subject member, the CSC will validate a parent or legal guardianship's relationship with the client based upon if the caller is an active member of the case, as applicable.

2.3.2.2 CSC Vendor Team and Key Staff

A. The Contractor shall provide a team to complete all tasks and deliverables. The Contractor shall lead these activities, deliver the related services, and shall not expect direct DHS support resources to be available beyond what is described within this RFP. The Contractor shall employ the appropriate number of staff with sufficient expertise and experience to meet the needs of DHS. The Contractor shall have knowledgeable staff capable of testing, validating, documenting, and communicating operational impacts of a system change and shall maintain staff that are knowledgeable in each functional area.
B. The Contractor shall maintain responsibility for all costs related to providing all the staff necessary to meet the requirements in this RFP, including but not limited to adequate staffing levels, staff training and salaries, staff overhead, staff travel, or any related staff expenses, except as specifically provided in the Contract.
C. The initial and continued success of the CSC will depend largely on the Contractor's team. To ensure success, the State requires the Contractor's team to include the Key Personnel identified in Attachment I - Key Personnel. Consideration will be given to proposals that can effectively use identified staff and will not require additional DHS staff or resources.
D. The Contractor shall seek and receive DHS approval before hiring or replacing any Key Personnel. The Contractor shall remove and replace Key Personnel, if requested by DHS, within two (2) weeks of the request for removal.
E. The Contractor must provide DHS with written notification of anticipated vacancies of Key Personnel within two (2) business days of receiving the individual's resignation notice, the Contractor's notice to terminate an individual, or the position otherwise becoming vacant. Replacements for Key Personnel shall have qualifications that meet or exceed those specified in Attachment I – Key Personnel and will be subject to approval by DHS. The Contractor shall provide DHS with status update reports every week on the recruiting progress for the replacement candidate until a qualified candidate is hired. The Contractor shall have in place a qualified replacement within sixty (60) business days of the written notification of anticipated vacancies. During the recruitment and training period, the Contractor shall provide an interim replacement for all Key Personnel, subject to approval by DHS. The interim replacement for Key Personnel must be in place within ten (10) business days of the date the position becomes vacant.
F. The Contractor shall perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member shall be on this contract if they have committed an offense that would preclude DHS employment as a "designated information technology position" pursuant to Arkansas Code Annotated § 21-15-111. A background check must be completed every five (5) years for each employee, and the results submitted to DHS.
G. At the State's discretion, Key Personnel and potentially other Contractor staff will be issued "dhs.arkansas.gov" email addresses. If issued, these email addresses shall be the primary email addresses used when communicating with State personnel. A staff member's social security number (SSN) will be required to obtain a DHS email account as part of the application process. Additionally, auto-forwarding of DHS email messages is not permitted by DHS.
H. The State reserves the right to designate other Contractor staff as Key Persons beyond those listed in the Attachment I if the State determines that the role and individual are critical to CSC operations.

2.3.2.3 Understanding and Documenting State Business Practices and the Current Capabilities of the Beneficiary Call Line

2.3.2.3.1 Identifying and Documenting the Topics and Business Processes to be Performed by the CSC, and the Topics and Business Processes which Require Referral to the State, by CSC Go-Live on or Before January 1, 2027

A. The Contractor shall collaborate with DHS to interview DHS divisions for the purpose of identifying and documenting the beneficiary inquiry topics and business processes to be performed by the CSC, and the topics and business processes which will require referral to the State upon CSC Go-Live. It is also the

Contractor's responsibility to work with the State to identify and document the appropriate division and, if applicable, the specific State personnel for the transfer of relevant topics. The processes documented through these interviews will inform the initial design of the CSC System to be used by both the State and the Contractor, as well as informing training for Contractor staffing. Tables 1 and 2 above are an approximate inventory of these topics and business processes.

B. Interviews shall be conducted with relevant divisions within DHS, including but not limited to DCO, Specialty Medicaid Services, OIT, OP, DAABHS, OSAMH, DPSQA, Office of Communications and Community Engagement. The State will work with the Contractor to develop a list of staff to be interviewed or otherwise contacted in this process.
C. At the State's request and with the State's facilitation, the Contractor shall interview the incumbent vendor to gather additional understanding of the current Beneficiary Call Line service array. This incumbent review will also include a review of the incumbent's contract and documentation.
D. The Contractor shall design, implement and manage an interview process for each agreed upon DHS division, DHS staff member, and incumbent vendor staff member necessary to document the required CSC services for assumption of operations on January 1, 2027. The Contractor must propose the interview approach for each interview in an Interview Plan, which shall be submitted to DHS for approval.
E. The interview process should be designed and conducted by Contractor staff with sufficient experience in human services programs and State technology systems, as such staffing will ensure an informed line of questioning, underlined by an awareness of State and federal requirements.
F. Interviews shall be conducted in the time between Monday to Friday from 8:00 a.m. – 5:00 p.m., excluding State holidays, following the State work schedule. Interviews may be in person or virtual, as agreed upon between Contractor and DHS. The Contractor shall make a reasonable effort to minimize the volume of interviews through proposing a thoughtful approach to each interview, detailed in the Interview Plan.
G. There will likely always be calls placed to the CSC which, regardless of a potential expansion of CSC capabilities, will require referral to the State or other lines. The Contractor will work with the State to identify and continuously update the list of these types of calls and the appropriate referral for those calls, whether it is to the State or other resources.

2.3.2.3.2 Transfer of Operations Plan

A. Prior to October 1, 2026, the Contractor must submit, for State review and approval, a Transfer of Operations Plan detailing the steps it will take to ensure a seamless go-live of the CSC on or before January 1, 2027. The purpose of the Transfer of Operations Plan is to articulate the steps the Contractor will take in the approximately six months prior to the activation of the CSC. It will incorporate the lessons learned about State needs from the CSC during the business process interviews discussed in section 2.3.2.3.1.
B. The State expects the Contractor to propose a robust approach to the Transfer of Operations Plan, including any proposed meetings, staffing, documentation, and project management mechanisms. The Plan must include, but is not limited to:
    3. A plan for the CSC to take over Beneficiary Call Line services, including but not limited to planned activities, key events, and training plans;
    4. Identification of potential system failures/issues on Go-Live and the steps to mitigate those risks and address them if failures occur;
    5. The plan to purchase and test all hardware required for CSC operations (*e.g.* computers, headsets);
    6. A minute-by-minute plan for the day of the cutover from the Beneficiary Call Line to the CSC's activation.
    7. Other information or planning requested by the State.
C. The State has the sole authority to make the determination that the Contractor can assume operations of the CSC. Upon receipt of the Transfer of Operations Plan, DHS reserves the right to require changes or additions.

2.3.2.3.3 Artificial Intelligence Implementation Plan

A. In the course of working with the State to identify and formalize DHS business processes (See Section 2.3.2.3.1 above), the Contractor shall develop expertise and materials which could be leveraged through the strategic deployment of Artificial Intelligence (AI). Utilizing its AI expertise and subsequently developed DHS process expertise, the Contractor must develop and submit, for State review and approval, an Artificial Intelligence Implementation Plan on or before January 1, 2027.
B. The Artificial Intelligence Implementation Plan shall:
    1. Be limited to the use of AI within the CSC, and not be about AI for general DHS usage
    2. Recommend, for State consideration, the various roles and functionalities AI could play in providing customer service through the CSC. Specifically, it will recommend a path for reducing (but not eliminating) the number of inquiries requiring telephonic resolution by a live Contractor staff person.
    3. Identify the State information, databases, policies and resources which could be the informational basis of the AI tool(s) necessary for the deployment of desired AI functionalities within the CSC. Identify which materials must be improved or created.int

4. Propose a roadmap and budget for AI integration from the Plan (notwithstanding any "off the shelf" AI tools otherwise proposed in Contractor's proposal in response to Section 2.3.2.1.2 below). The Plan should address integration with existing AI tools used by the State which may benefit the CSC (*e.g.* eligibility tools in ARIES). The Plan should address, at minimum:
    a) Chatbots or artificial telephonic agents, with intelligence for when it should escalate to a human CSC agent.
    b) The use of AI for call routing
    c) The use of AI to support live agents
    d) The use of generative AI to produce customer or state facing content, including real time responses for use by CSC staff to support customer inquiries
    e) The use of knowledge-based AI leveraging State information to answer questions
    f) How any recommendations adhere to DHS and OST guidance regarding AI
    g) Any other recommended uses.

2.3.3 Development, Deployment and Operations of CSC System

2.3.3.1 Overview of CSC System Requirements and Preferences

2.3.3.1.1 CSC Required System Components

A. The CSC System shall allow customers to reach out to the CSC by phone call, text, chat, and email. All services shall be provided in English and include, at a minimum, live interpretation services for Spanish and Marshallese. The Contractor shall provide all translations, recordings, and any other tools necessary for multilingual functionality. The Contractor must work with an Arkansas-based Marshallese interpreter that is approved by DHS.
    1. The Contractor may consider proposing email templates to assist customers in sending information to the CSC via email.
    2. The Contractor shall work with DHS Communications to determine how social media communications and complaints can be integrated with the CSC System.
    3. The Contractor shall adhere to any and all applicable State and Federal laws relating to communications via phone, text, chat, application, and email, including providing the option to opt out of receiving texts.
B. The Contractor shall implement a comprehensive CRM that supports the operations of the CSC, serving as a central platform for managing all customer interactions. Both CSC staff and DHS staff shall have access to and use the CRM to view and record all interactions.
    1. CSC staff and State staff handling SNAP inquiries must have access to use the CRM on or before January 1, 2027, while remaining State staff must have access to use the CRM in a reasonable amount of time following January 1, 2027. The Contractor shall propose, for the State's approval, when the State staff will have access to the CRM in the Project Schedule (see Section 2.3.1.9).
    2. The CRM shall support the ability to assign cases between both CSC and DHS staff; further, all users shall have the ability to open, edit, and close cases upon assignment within the CRM.
    3. The CRM shall notify users if a customer has any outstanding requests from the State (*e.g.* requested documentation) so CSC or State staff interacting with that customer may proactively raise the requested information. The integration with ARIES shall provide the information regarding outstanding requests of beneficiaries.
C. The Contractor must provide a robust and scalable telephony system that supports high call volumes, ensures reliability, and facilitates quality service delivery. The system must record and retain calls in accordance with State records retention policies. A limited number of State staff, ten or fewer, must have the ability to access calls in real time, but State staff may request copies of recorded calls. The telephony system shall have the ability to track and report on the phone metrics required in this RFP.
D. The Contractor shall implement an IVR system that allows customers to access key information and directs customers to the correct agent without speaking to a person.
    1. The IVR shall have multilingual functionality to ensure accessibility for all individuals. At a minimum, language options must include English, Spanish, and Marshallese with the ability to expand to additional languages as needed. The Contractor shall provide all translations, recordings, and any other tools necessary for multilingual functionality. The Contractor must work with an Arkansas-based Marshallese interpreter that is approved by DHS.
    2. The Contractor shall collaborate with DHS to periodically review and update IVR scripts and menus based on contact patterns, common issues, and feedback.
E. The Contractor shall ensure customers can send documents in real-time to CSC staff via email. Other forms up submission (*e.g.* web portal upload) are allowable, but not at the exclusion of email submission.
F. The Contractor shall use a community resource database (*e.g.*, findhelp.org, restorehope.io/hopehub, *etc.*) to provide customers with referrals to resources in their communities.
G. The Contractor shall ensure that the community resource database is up-to-date and accurate.

1. The Contractor must propose a community resource database to use, however, the State must approve it and reserves the right to require the use of a specific community resource database. In the event that the State wishes to use a different community resource database than the one proposed by the Contractor, the State may reduce the Contract remuneration and furnish the tool directly.

H. The Contractor must use AI in the CSC. This is not a requirement by January 1, 2027, but is a requirement of the Contractor.
   1. The State is interested in learning how the Contractor would propose to use AI to serve CSC operations. This may include but is not limited to AI-powered virtual agents, call-routing to the most appropriate agent, analysis of calls and data, and/or case summarization.

I. The CSC System shall include an internal communication tool to facilitate collaboration between staff.

J. The State estimates the need for up to 1200 State or non-CSC State designee (*i.e.* other vendor) users of the CSC System. This estimation if reflected on the Software Tab of **Attachment L – Cost Proposal.**

2.3.3.1.2 CSC Desired System Components

A. The State is interested in the following system components; however, these components are desired and not mandatory requirements. If these components are included as part of the respondent's proposal, the components must also be included and priced in **Attachment L - Cost Proposal.** If proposing to utilize any of these features, it may be proposed for dates before or after January 1, 2027.
   1. AI tools that do not require accessing State information or processing to assist with service provision, including but not limited to AI virtual agents, call-routing support, live transcription of voice calls into text, analysis of calls and data, and case summarization.
   2. Mobile application for customers to interact with the CSC.
   3. Self-service portal to assist customers in finding answers to questions independently.

2.3.3.1.3 Required Interfaces with State Systems

A. While the components listed in section 2.3.3.1.1 are required to be completed and operational by the CSC launch date of January 1, 2027, the interfaces listed below are only required to be delivered at some point during the contract period. Their availability at launch on January 1, 2027, is preferred but not mandatory. The completion of these required interfaces shall be priced out as a deliverable in Attachment L on the "CSC Launch Costs" tab 4, regardless of when Respondent proposes to complete the interfaces.
   1. The CSC System shall be configured to support real-time integration with both DHS Enterprise Master Client Index (EMCI), ARIES and Core MMIS. This integration shall allow case notes entered by both CSC and DHS staff to populate directly into these systems, eliminating duplicate data entry of case notes.
   2. The CSC System shall use the (EMCI) to establish and maintain a common identity for each individual across multiple systems, including but not limited to ARIES and Core MMIS.
   3. Refer to Attachment M, Bidders' Library, for more information about these systems.

2.3.3.1.4 Possible Interfaces with State Systems

A. The State is interested in additional interfaces with other State systems necessary or beneficial to implementing additional CSC functions. Refer to Table 2 in section 2.3.2.1 for high-level guidance. These systems include, but are not necessarily limited to, ARIA, DCFS Child Welfare System, DDS Salesforce, and the Arkansas Medicaid Enterprise Pharmacy System. These interfaces are desired and not required. If these interfaces are included as part of the respondent's proposal, the cost for the interfaces must also be included and priced in Attachment L - Cost Proposal.

B. Refer to Attachment M, Bidders' Library, for more information about these systems.

C. CSC Staff access to these systems may be discussed with the State if access facilitates the expansion of CSC services in the future.

2.3.3.1.5 CSC System Compliance

A. The CSC System must comply with the in-force versions of State IT, cybersecurity, data, and AI governance policies. A copy of the present policies is included in the Attachment M, Bidders' Library.

B. The State reserves the right to perform a review of the CSC System annually or upon changes in any applicable State policies, to determine compliance with State policies.

2.3.3.2 Pre-DDI Deliverables

2.3.3.2.1 Requirements Traceability Matrix (RTM)

A. The Contractor shall develop and maintain a full and robust Requirements Traceability Matrix (RTM) for DHS approval that includes all requirements throughout the duration of the Contract and interfaces with the DHS Jira tool. The DHS Jira tool is the system of record for requirements and requirements tracking and Contractor will be required to use it.

B. The RTM is a key deliverable utilized throughout the contract as a tracking instrument, approved by DHS, for fulfillment and assurance by DHS and for use in the CMS certification process.
C. The RTM shall be updated annually for DHS approval.

2.3.3.2.2 Requirements Validation Document (RVD)

A. The Contractor shall develop and maintain a Requirements Validation Document (RVD) for DHS approval to describe how the CSC System meets the RFP and CMS requirements.
B. The Contractor shall update the RVD with any agreed upon changes. The RVD shall, at minimum, include:
   1. A crosswalk or map of each requirement to the associated function or process;
   2. An overview of the CSC System and how components are integrated to meet the RFP and CMS requirements;
   3. A flow diagram identifying all major inputs, processes, and outputs;
   4. Business process flow diagrams for each functional area;
   5. Draft layouts for all inputs, including forms, screens, and any other inputs for each functional area;
   6. Draft layouts for all outputs, including reports, screens, tapes, special forms, and any other outputs for each functional area; and
   7. A crosswalk and description of all technical and administrative requirements.
C. The RVD shall be updated annually for DHS approval.

2.3.3.2.3 Assets Management Plan

A. The Contractor shall develop and maintain an Assets Management Plan for DHS approval that describes the process for managing assets, including hardware, software, and Cloud components, for the duration of the Contract. The Assets Management Plan must detail, at a minimum, all IT technologies including but not limited to: software, middleware, cloud components, SaaS, utility applications, testing tools, and encryption certificates/keys.
B. The Assets Management Plan shall include a process for periodic reviews of assets and for end-of-life asset management.
C. The Assets Management Plan shall be updated annually for DHS approval.

2.3.3.2.4 Assets Inventory

A. In association with the Assets Management Plan, the Contractor shall develop and maintain an Assets Inventory for DHS approval. The Assets Inventory shall, at a minimum, include for each asset:
   1. Where applicable, the current version installed and end of life date for version installed including;
      a) Latest release available and number of versions behind; and
      b) A summary of the next upgrade plan must also be provided. If the item is greater than N-1 or nearing end of life, a remediation plan summary must be provided;
   2. Number of licenses and license information;
      a) All software licenses must be current N, N-1 or N-2 releases and must be updated in the Asset Inventory. Contractor shall also indicate if ongoing software support is current and active to provide troubleshooting and upgrades;
   3. Type and location; and
   4. Contract information.
B. Upon contract execution and throughout the life of the contract, the Contractor shall provide a complete list of all software, components, libraries, and any assets that transfer ownership to DHS or does not transfer with a close out of the contract. Items that do not transfer ownership require justification and must be approved by DHS. DHS may consult CMS for verification of claim validity for any item the Contractor claims does not transfer ownership. The Contractor agrees to abide by CMS's final determination.
   1. In the event a product reaches end-of-life, the inventory must include a solution for replacement.
   2. Expiration dates must be tracked for encryption certificates and keys with a summary of renewal plan/dates included.
C. The Assets Inventory shall be updated annually for DHS approval.

2.3.3.3 Interface Management Plan

A. The Contractor shall develop and maintain an Interface Management Plan for DHS approval that outlines how the Contractor will coordinate and integrate the interfaces throughout the life of the contract to ensure a successful interoperability and exchange of data within the technical infrastructure and computing environments.
B. The Interface Management Plan shall, at a minimum, include the approach for interacting with all internal and external entities required by DHS, including onboarding and offboarding, ensuring the applicable Data Sharing and Business Associate Agreements are in place, and testing.
C. The Interface Management Plan shall be updated annually for DHS approval.

2.3.3.3.1 Interface Control Document

A. In association with the Interface Management Plan, the Contractor shall develop and maintain an Interface Control Document (ICD) for DHS approval. The ICD must detail all the interfaces between the system and other systems, the plan for coordination with the interface partner, appropriate Data Sharing and Business Associate Agreements, and the context for these interfaces, including their purpose, definition, frequency of exchange, adherence to Federal and DHS standards, anticipated date of development or modification, and any other salient information.
B. Interface descriptions must be sufficiently detailed to describe the transaction to the interface partner including transaction layout, sender, receiver, exchange method/protocol, error handling, frequency and timing of exchange, and routine downtime or maintenance. Each interface shall be tied to a requirement number for traceability.
C. The Contractor is responsible for coordinating interface plans through the life of the Contract.
D. The Interface Control Document shall be updated annually for DHS approval.

2.3.3.3.2 System Implementation Plan

A. The Contractor shall submit a System Implementation Plan to DHS for approval that ensures the Contractor has a plan to smoothly migrate the CSC System from testing to production. The Implementation Plan, which must be approved by DHS, must include, at a minimum:
    1. A detailed, step-by-step plan to deploy the system into the production environment, including key checkpoints for the Contractor's proposed implementation approach, whether a multiphase approach or light switch implementation;
    2. The implementation Work Breakdown Structure (WBS) or checklist with roles and responsibilities by activity; and
    3. The planned activities for testing (during migration to the pre-production environment), including regression testing prior to go-live and scripts for migrating the system to production.
B. The System Implementation Plan must contain a Roll-Out Plan that includes, at a minimum:
    1. A "war room" plan for Tier 1 support during implementation and for a reasonable period after implementation;
    2. Established objectives, metrics, success criteria, and other key planning information;
    3. A schedule for deploying the system, Contractor-led training of end users (both State and CSC Staff), and processes for managing the successful activation of all users, including authentication and authorization processes;
    4. A deployment schedule, if using a multiphase approach, including activities for coordinating with the outgoing Contractor to sunset the existing system and activating the new CSC System with no interruption to services;
    5. A comprehensive list of all known (and DHS approved) workarounds or areas in the CSC System where end users are likely to experience limitations that require specialized communications and instructions;
    6. Go/no-go decision points and who is responsible for making them;
    7. Contingency plans, including an implementation business contingency plan, which describe the steps necessary to keep business going when unexpected problems occur that interrupt DHS services during implementation. The implementation business contingency plan must describe critical success factors and explain how problems will be addressed if circumstances occur whereby one or more critical success factors cannot be achieved. The contingency plan must address any cut-over risks, rollback/back-out, and recovery plans; and
    8. An operations support transition plan to smoothly migrate the system to M&O (from the point of the release that was validated and approved by DHS to go into production).

2.3.3.3.3 Test Management Plan

A. The Contractor shall develop and maintain a Test Management Plan for DHS approval that describes the approach and methodology for all testing activities and processes for the CSC System.
B. The Contractor's methodology shall meet Federal funding partner requirements and align with industry standard methodologies. The Contractor shall define a testing methodology that uses automation and tools and includes multiple testing cycles to ensure the entire system functions without issues and with the assurance that the system components will execute stable, reliable, predictive, and consistent functions in a production computing environment.
C. The Test Management Plan must, at a minimum, include:
    1. Test team organization, roles, and responsibilities;
    2. The definition and approach for each type and level of testing;
    3. The objective, use, and approach to planning and preparing each testing/staging environment;
    4. Use of testing tools and automation;

5. Testing schedule and how the testing schedule will be managed;
6. Test case development, development of test data, and test documentation;
7. Approach for documentation of test results, including an evaluation that includes a summary of any outstanding issues or defects with the system and any other pertinent readiness issues;
8. A contingency plan that identifies alternative strategies that will be used if specific risk events occur, such as a failure of test results to support a decision to proceed to the next phase of the project;
9. Approach to bi-directional traceability to requirements and design through testing and defect resolution;
10. Tools and processes to track testing progress, defects, and defect resolution;
11. Assurance that DHS staff will have access to automated testing tools;
12. Entrance and exit criteria for all types of testing, including DHS approval processes;
13. A UAT section that defines Contractor support for all aspects of UAT, including assurance that UAT is conducted for each release and that the UAT environment is refreshed with Production data on a scheduled basis;
    a) DHS requires the Contractor to utilize a DHS-approved project management tool to track testing efforts from the UAT stage and beyond.
14. Test deliverables and artifacts;
15. Data refresh approaches and capabilities;
16. Approach to performing load, performance, and stress testing for all major enhancements/releases to maintain correct sizing and performance;
17. Approach for provision of DHS and stakeholder training that includes testing methods and procedures, roles, responsibilities, and assumptions;
18. Approach for provision of defect lifecycle support; and
19. Coordination with vendors administering other affected State systems such as ARIES and Core and the State.

D. The Test Management Plan shall be updated annually for DHS approval.

2.3.3.3.4 System Training Management Plan

A. The Contractor shall develop and maintain a System Training Management Plan for DHS approval that addresses the Contractor's approach to planning and providing training about the CSC System for the Contractor's staff, DHS staff and as needed, other DHS Contractor staff. The System Training Management Plan must be developed collaboratively with DHS to ensure the materials align with DHS standards.

B. The System Training Management Plan shall, at a minimum, include:
1. Purpose and scope of each training, including initial and ongoing training;
2. Approach and scope of training for DHS staff versus CSC staff;
3. Training staff roles and responsibilities;
4. Process to conduct needs and skills analysis, as well as identify specific roles and staff titles to be trained;
5. The planned evaluation of the training content and delivery;
6. Training resources required, including facilities and staff;
7. Training schedules identifying when specific staff roles will be provided training, prior to go-live, and throughout implementation;
8. Details of the planned instructional methods;
9. Knowledge transfer approach for identified personnel who require more system knowledge than typical end users;
10. Approach to prototyping and testing training materials with end users;
11. Provision of training equipment, software, telecommunications, facilities, and training data to support the development, maintenance, and presentation of training programs and materials;
12. Registration process, tools, and tracking;
13. Course administration, including, but not limited to:
    a) Communication with participants about available training;
    b) Registration and completion of training by participants; and
    c) Documentation of completion of training;
14. Plan for additional training if there is a major enhancement or change.
15. Plan for ongoing user support after training completion, *i.e.* a helpdesk

C. The System Training Management Plan shall be updated twice annually for DHS approval.

2.3.3.3.5 System Security and Privacy Plan

A. The Contractor shall develop and maintain a System Security Privacy Plan for DHS approval. The purpose of the plan is to establish the Contractor's approach to adherence to privacy, confidentiality, and security standards in the CSC System.

B. DHS security and privacy compliance requires any contractor working with Medicaid systems, as well as Affordable Care Act (ACA) administering entities, and subcontractors to adhere to the most stringent, up to

date Federal Acceptable Risk Controls for ACA, Medicaid, and Provider Entities (ARC-AMPE), applicable overlay, standards. The ARC-AMPE is the next iteration of security and privacy standards to address the complex business and regulatory environment of the Exchanges. ARC-AMPE incorporates updates to Federal laws, agency regulations, and the latest National Institute of Standards and Technology (NIST) standards and guidelines. ARC-AMPE includes technical controls that may facilitate adherence to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. 6F7 ARC-AMPE accommodates the evolving ACA environment, including new entities, functions, and technology advancements governing both business functions and security safeguards. ARC-AMPE integrates enterprise risk management (ERM) to provide a comprehensive approach to manage risks.

C. The Contractor shall ensure and maintain compliance with the most current version of the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) and other Federal and DHS privacy and security standards.

D. The Contractor shall use the ARC-AMPE template and follow the monthly plan of action & milestones process (POA&M). The Contractor shall encrypt all data using the latest/supported technology protocols, whether at rest/stored, in flight/transit, or communicated and/or accessed in any way. The Contractor shall obtain input from DHS and its stakeholders to ensure completeness and coverage, including network topology to uncover possible breakpoints or potentially negative impacts to security and privacy objectives. The plan must include, at a minimum:

1. The plan for ensuring confidentiality and privacy standards is met;
2. Approach to maximizing sharing of data provided from any external source while complying with all appropriate rules, regulations, and policies;
3. User roles, security permissions, and administrative functions;
4. Confirmation that the plan aligns with the most stringent, up to date version of ARC-AMPE. For future ARC-AMPE updates, the plan must be updated within six (6) months from release, align with the current version of ARC-AMPE, and identify any gaps;
5. Protocols and processes to maintain all confidentiality safeguards;
6. Protocols and processes to adhere to all privacy requirements for different data elements;
7. Any other relevant protocols or details to ensure privacy, confidentiality, and security standards are met;
8. Roles and responsibilities of the Contractor and DHS;
9. The Contractor shall provide documentation for the following to support the plan:
    a) Plan of Action & Milestones;
    b) Penetration Test (white box internal and external) using methodology from NIST special publication 800.115
    c) Organizational IT Policies;
    d) Electronic Authentication (E-Authentication) Assessment (if applicable);
    e) Privacy Threshold/Impact Assessment;
    f) Rules of Behavior;
    g) Contingency Plan;
    h) Continuous Monitoring Plan;
    i) System Inventory (Hardware/Software/Firmware);
    j) Incident Response Plan;
    k) Security Assessment Plan;
    l) Security Requirements Traceability Matrix;
    m) Security Assessment Report/ Risk Assessment Report;
    n) System Detailed Design Document;
    o) High-Level Architecture (Designs/Diagrams);
    p) Configuration Management Plan;
    q) Configuration Baselines and Guides; and
    r) List of System Accounts and Privileges.
10. Compliance with Statement on Standards for Attestation Engagements (SSAE-18) SOC 2 Type 2 including all trust service principles.
11. Address ongoing security audits and recommendations for improvement:
    a) Establish governance structures designed to assess the audits and make recommendations to improve the plan obligations;
    b) Review unauthorized and authorized incidents and breaches, as well as effectiveness and adaptability of the processes and procedural improvements;
    c) Establish audits and institute best-practice processes that ensure security and privacy measures address all DHS, federal and state policies, procedures, reporting and compliance training; and
    d) Conduct a risk analysis to identify system security and privacy policies, procedures, and administrative, physical, and technical (*i.e.*, identity management) risks and controls.

E. The System Security and Privacy Plan shall be updated annually for DHS approval. The Contractor shall also update the System Security and Privacy Plan (SSP) to align with any new version of ARC-AMPE within six (6) months of release, including identification of any compliance gaps and proposed mitigation strategies.
F. In order to ensure messaging from the CSC is secure, the Contractor shall adhere to the guidance outlined in NIST 800-53 Rev. 5 & NIST 800-171 Rev. 2. Particular focus should be provided to the following standards:
   1. Encryption must be implemented for data at rest and in transit using FIPS-validated cryptography.
   2. Remote access to messaging systems must be protected with multi-factor authentication and must prohibit unauthorized use.
   3. Audit logging of all messaging activity must be enabled and reviewed regularly.
   4. External integrations (such as Jira and SMS gateways) must be reviewed for compliance with system segregation and usage restrictions.
   5. Mobile messaging must comply with wireless communication protections and mobile device controls defined in NIST SP 800-124 Rev. 2.

2.3.3.3.6 Ransomware Recovery Plan

A. The Contractor is required to develop, maintain, and submit to DHS for approval a comprehensive Ransomware Recovery Plan to address the recovery of data and technology, as well as the financial impacts that may arise from a successful ransomware attack.
B. The Ransomware Recovery Plan shall address financial impact management (including ransom payment decision-making processes,) forensic investigation procedures, legal reporting obligations, and coordination with law enforcement or cybersecurity experts as necessary.
C. Perform tabletop execution of the plan annually and document results for review by DHS.
D. In addition to the annual tabletop exercise for ransomware recovery, the Contractor shall perform annual tabletop exercises for broader incident response scenarios defined in the System Security and Privacy Plan, with all results documented and submitted to DHS for review and improvement planning.
E. The plan must, at minimum, include:
   1. Communication and notification plans;
   2. Documentation of process and timeline for recovery of data and infrastructure from a successful ransomware attack; and
   3. Document Contractor's approach to address the financial impacts of a ransomware attack.
F. The Ransomware Recovery Plan shall be updated annually for DHS approval.

2.3.3.4 CSC System DDI

A. DHS recognizes that the initiation and kick-off of the Design, Development and Implementation (DDI) phase is crucial to the resulting success of the overall engagement. Through the facilitation of kick-off meetings during this period, the Contractor and DHS begin the DDI activities to establish a common understanding between all stakeholders involved in the project, communicate the overarching business objectives and requirements of the project, and clarify initial roles and expectations of the Contractor, DHS, and other DHS vendors. The Contractor shall perform the activities required to manage and lead the project and its team through the entire project life cycle. During the beginning of the DDI phase, the Contractor shall work with DHS to establish the processes and tools required to manage and control the project.

B. As part of the project management activities, the Contractor shall provide a detailed overview and walkthrough of the proposed system to selected project and DHS staff, sometimes referred to as training, on any tools, best practices, and outlining expectations and time commitments for key DHS staff, including subject matter experts (SMEs). DHS expects the system overview to span multiple business days to ensure key DHS personnel can be in attendance. The Contractor's project management team shall collaborate with the DHS to align standards, templates, and processes with DHS's expectations or ensure DHS agrees to any exceptions.

C. The Contractor shall then, in collaboration with DHS, execute the processes outlined in the PMP and other initial contract deliverables to track and report project progress (*e.g.*, activities completed, risks, issues, status) for the duration of the DDI phase.

D. The Contractor shall work with DHS to identify the staffing required to meet the DDI scheduled activities.

2.3.3.4.1 Design and Development

A. This RFP does not prescribe a particular design and development methodology for the Contractor. The Contractor shall follow industry best practices as mutually agreed upon by DHS and the Contractor following a review of proposals and negotiation of the contract.

2.3.3.4.2 DDI Testing

A. The Contractor shall be responsible for and shall lead the testing effort, including scheduling, coordinating, and conducting all testing activities to ensure that each of the tests are prepared for and performed in accordance with the DHS approved Test Management Plan.
   1. The Contractor shall provide any required automated testing tools.
   2. The Contractor shall train DHS staff to participate in testing.
   3. The Contractor shall utilize DHS's designated testing tool repository to hold all test scenarios, test cases, test results, *etc.*
B. The Contractor shall submit a Testing Results Report which outlines the outcome of testing for approval before progressing to the next testing stage or environment.
   1. DHS will define the criteria necessary for approval of test results, including requirements for presentation of the results to DHS and timeframes for DHS review.
   2. Contractor testing activities and reports must align with Federal testing approval guidelines.
   3. Once the system has been fully tested and the Contractor is confident the system is ready for production, the Contractor shall coordinate with DHS to perform final testing in an integrated environment. System testing will not overlap with final testing, or as necessitated by the approach, iterative UAT periods will not overlap with a final UAT period.
C. The Contractor shall collaborate with DHS to establish necessary hand-off procedures to move changes between environments.

2.3.3.4.3 System Test Scripts

A. The Contractor shall develop and submit the system test scripts prior to CSC System Testing that includes the full set of system test scripts planned, test steps, and expected results.
B. DHS expects the set of system test scripts to include appropriate user roles and security, business rules, and positive/negative tests to assess new functionality.

2.3.3.4.4 System Test Readiness Checklist

A. The Contractor shall develop and submit the System Test Readiness Checklist deliverable prior to the start of CSC System testing. This will mark confirmation by the Contractor that all of the key system test activities and artifacts are ready.
B. The checklist will be established as part of the Test Management Plan and serve as documentation that, at a minimum:
   1. Test scripts and scenarios are prepared;
   2. The test data set is defined and created;
   3. Test scenarios are mapped to functional and technical requirements;
   4. The test environment is configured;
   5. Defect management tools and processes are established.
   6. Limitations of system testing are identified and addressed, including a risk mitigation plan;
   7. Progress tracking is established; and
   8. Other DHS entrance criteria have been met.

2.3.3.4.5 UAT

A. DHS's definition of UAT for this project is as follows: User Acceptance Testing (UAT) consists of a process of verifying that a system works for the user. It is not system testing (ensuring software does not crash and meets documented requirements) but rather ensures that the system must work for the user (tests that the user accepts the system); software Contractors often refer to this as "Beta testing." UAT is not the second level of the system test. With respect to ARC-AMPE security standards, UAT is to be considered a production environment.
B. To proceed to UAT: DHS UAT entrance criteria, as set out in this paragraph, must be met. Contractor testing shall have been fully and thoroughly executed. This includes joint application development (JAD) sessions with DHS to gather requirements and specifications on topics including, but not limited to, interface build and testing environment. All issues previously identified must have been corrected, or if not corrected, the Contractor shall certify, and DHS must agree, that the identified issues do not impact DHS's ability to perform UAT and the appropriate workaround or data fix has been identified.
C. If these criteria are not satisfied and DHS is hampered in their ability to perform UAT due to system, data, or environment issues, UAT will not be started, and the Contractor shall be required to return to testing until system stability has been achieved and UAT can commence.
D. The Contractor shall collaborate with DHS to complete all UAT activities including:
   1. User Acceptance Testing – Developed, performed, and led by DHS staff (DHS will develop test scripts leveraging the test scripts provided by the Contractor) with support from the Contractor.
   2. End-to-End UAT – Once the system has passed incremental UAT periods, a final end-to-end UAT period of no fewer than forty (40) business days will be scheduled and completed to ensure DHS can, at a

minimum, test the entire system to ensure all features, data, interfaces, exchanges, and modules are complete, accurate, and meet all DHS, Federal, and Project requirements.

2.3.3.4.6 CSC System Training Materials

A. CSC System Training Materials shall be submitted to DHS a minimum of thirty (30) calendar days for review and approval prior to the training, updated frequently as pre-implementation changes that impact training occur, and available to trainees for later reference without any additional context required. These Training Materials shall focus on how to use the CSC System and be used to train DHS staff, Contractor staff, and, if applicable, subcontractor staff.
B. The Contractor shall lead training activities and work collaboratively with DHS staff.
C. The Contractor's training activities will use the following established baseline guiding principles:
   1. Use a task-based training approach founded on a thorough user-centered task analysis;
   2. Use a variety of integrated training methods to address diverse learning styles and provide experiential, performance-based training;
   3. The primary medium for system training shall be hands-on interaction with a working version of the CSC System;
   4. Use a Just-in-Time Approach for all users to receive hands-on training on the CSC System immediately prior to the CSC System being implemented;
   5. Conveys the value and benefits of the CSC System, aligns training to the user's model of practice, and addresses the specific job functions of the users being trained with the CSC System's integration into their day-to-day work;
   6. Capture and complete action items identified during training sessions, as well as user questions that require follow-up;
   7. Ensure availability of training resources if ad-hoc training and additional support outside of a structured training session is requested by DHS;
   8. All trainees shall demonstrate ability to use the CSC System effectively at the completion of the training to support job functions and responsibilities;
   9. Training attendance and comprehension results must be submitted to DHS to give adequate assurances of the training program's effectiveness, including but not limited to user surveys and a plan to remediate any training deficiencies identified by the comprehension analysis; and
   10. All training classes shall be recorded and the recordings made available to DHS.

2.3.3.4.7 Disaster Recovery/Business Continuity Test Results Report

A. No less than ten (10) calendar days before go-live in the production environment, the Contractor shall perform a successful disaster recovery exercise and provide results to DHS through submission of the Disaster Recovery/Business Continuity Test Results Report deliverable. This report shall, at the minimum, include:
   1. Definitions and descriptions of the testing environments, configurations, and related scope of testing activities performed;
   2. Defined performance objectives;
   3. Assurance that all business functions are tested and schedule by which they are tested;
   4. Completed test scenarios, test cases, and test scripts;
   5. Platform readiness completion/results; Verification that test cases and test results are mapped to requirements in the RTM; and
   6. Documentation of test results (pass/fail), including an evaluation and summary of all outstanding issues/defects and any other pertinent readiness issues. The evaluation and summary must include actions to be taken to address any outstanding issues/defects and the schedule for completion.

2.3.3.4.8 Implementation and Go-Live

A. The Contractor shall lead the efforts to migrate the CSC System into the production environment to a stable maintenance and operations phase.
B. The Contractor shall provide project resources, including a cutover support team, to support the CSC System immediately after it is deployed into production. During this period, the Contractor, through the cutover support team, shall provide interim support processes until DHS is comfortable that the number of issues/user issues has diminished to a level that can be managed by the more controlled and structured M&O processes.
C. Once the CSC System is stable and approved by DHS, the Contractor shall migrate support to the M&O team. DHS shall review the system's stability based on the number and relative risk of open issues.
D. Defect Warranty Clause - Defects do not expire. If a defect is identified at any time, including after sign-off and approval, it shall still be considered a defect and must be corrected by the Contractor at no additional cost to the client. The software product is not subject to a limited-time warranty period; rather, the warranty remains in effect for the full duration of the contract. All defects discovered during this period must be remediated promptly and without charge.

2.3.3.4.9 System Documentation

A. The Contractor is responsible for providing complete, up to date, accurate, and timely documentation of the system. Following implementation, the Contractor shall update the documentation with all changes, corrections, or enhancements. Updates to the System Documentation shall be delivered to DHS within twenty (20) calendar days after DHS approval of implementation of the change, unless otherwise agreed to. DHS shall review and accept system documentation before any payment.
B. Additional copies of the System Documentation, or specified parts thereof, shall be provided to DHS upon request within ten (10) business days of receipt of the request. The Contractor shall also be responsible for supplying any copies of the System Documentation required by CMS in the CMS-specified format.
C. The System Documentation shall meet or exceed the following standards:
    1. Available and updated on electronic media;
    2. Organized in a format that facilitates updating with revisions clearly identified and dated;
    3. Include narratives that are understandable by business personnel; and
    4. Contain an overview of the entire system.

2.3.3.5 Operational Readiness Review

2.3.3.5.1 Operational Readiness

A. Prior to the system being migrated to production, from the point of release that has been validated and approved by DHS to go into production, the key staff from the Contractor's project cutover support team shall address the issues that arise during the initial months of operation, final timeline to be determined by DHS, as part of its implementation duties (*i.e.*, prior to the commencement of a M&O phase).
B. The Contractor shall provide the resources required to migrate both Contractor and State users and partners onto the system. In addition to training, this could include deploying additional software/hardware or staff resources, enabling users in the system, and ensuring all users have appropriate authentication and authorizations.
C. The Contractor shall ensure full readiness and preparedness across people, processes, data, and technology in a pre-production or production environment.

2.3.3.5.2 Operational Readiness Review Checklist

A. The Contractor shall develop and submit a comprehensive Operational Readiness Review Checklist deliverable for DHS approval (and ultimately DHS's use) that tracks and demonstrates readiness and preparedness across people, process, data, and technology.
B. The Contractor shall update the Operational Readiness Review Checklist annually for DHS approval.

2.3.3.6 Federal Approval and Certification

A. The Contractor shall support all Federal approval and certification efforts pursued by the State. This may include demonstrating the system for other Federal bodies such as Food and Nutrition Service of the United States Department of Agriculture.

2.3.3.6.1 CMS Certification

2.3.3.6.2 Certification Readiness Plan

A. The Contractor shall develop and maintain a Certification Readiness Plan for DHS approval that describes the process the Contractor shall use to plan, manage, and execute CMS Certification. The Certification Readiness Plan must include and comply with all Federal certification requirements including The State Medicaid Manual (SMM) and all CMS Certification requirements.
B. The Contractor shall remain current with changes made to DHS and federal certification requirements and update the Certification Readiness Plan accordingly.
C. The Certification Readiness Plan shall, at minimum, include:
    1. The processes and procedures that will be used to manage CMS certification requirements;
    2. The approach to tracking project status throughout the CMS certification process;
    3. How the Contractor shall adhere to the most current CMS certification process requirements; and
    4. The approach for compiling all necessary federal documentation, reports, source documentation, and required artifacts while performing all necessary business services.
D. The Certification Readiness Plan shall be updated annually for DHS approval.

2.3.3.6.3 Certification Support Duties

A. To support DHS through CMS certification, the Contractor shall:
    1. Ensure the system is compliant with the latest CMS certification guidance as required for CMS approval for system certification. Any changes required for CMS certification shall be completed at no additional cos to the State;

2. Coordinate with DHS to hire an Independent Third-Party Privacy and Security Assessor, at the Contractor's expense, to provide the required NIST assessment and penetration test as reference in the latest CMS certification guidance. The unredacted results must be provided to DHS for review, which will be shared with CMS;
3. Provide evidence necessary to support CMS certification reviews, including but not limited to project deliverables, operational reports, project artifacts, demonstrations, presentations, test cases and results;
4. Correct certification deficiencies if CMS determines at any time during the contract period that the system or any component part of it does not meet certification standards, and bear the responsibility for any additional costs and applicable financial assessments levied pursuant to the contract terms. Specifically, the Contractor shall be responsible for the difference of any enhanced funding not provided to DHS due to a deficiency with CMS certification or enhanced Federal funding, in addition to any other remedy provided;
5. Achieve CMS certification retroactive to the first day of operations;
6. Provide continuity in staffing through the completion of CMS certification activities and retain sufficient operations staff to assist with resolving any problems or issues encountered during the final CMS certification review;
7. Submit a formal letter to DHS four (4) months after go-live date attesting that the system has been implemented and operates in compliance with the requirements of the RFP and is ready for certification review activities;
8. Assign a certification lead who is responsible for the development and execution of the Certification Readiness Plan described in section 2.3.3.5.1 of this RFP to achieve CMS certification. The certification lead shall:
    a) Serve as the primary point of contact for all matters associated with CMS certification of the system;
    b) Provide status updates on certification as part of regular status reporting;
    c) Administer, support, facilitate, and manage all certification activities to maintain certification artifacts and documents, facilitate meetings and take meeting notes, and support DHS on all CMS certification matters including:
        i. Ensuring the implemented system meets all CMS certification requirements and standards;
        ii. Planning certification tasks to ensure the Contractor achieves CMS certification objectives;
        iii. Including certification activities in the Project Schedule as part of the overall Project Management Plan;
        iv. Leading the Contractor team in the design, development, and testing of reports that support required CMS operational metrics reporting to achieve and maintain enhanced Federal funding; and
        v. Collaborating with and assisting DHS in planning, executing, and participating in the CMS certification events, which includes developing and scripting demonstrations, presentations, and evidence collection;
9. Adopt the latest CMS certification guidance as the official guide for certifying the project components operating in the DHS-designated production environment;
10. Prepare for CMS certification review, using the latest CMS certification guidance; and
11. Collaborate with DHS, IV&V, and other DHS contractors to complete the all required CMS certifications for the contracted system and system services;

B. The Contractor shall be responsible for identifying and satisfying all certifiable criteria, documents, data, and information as requested by CMS during the CMS certification process. The Contractor shall demonstrate functional equivalence to the satisfaction of CMS. The CMS certification documentation deliverables include all artifacts, data, and/or information required by CMS or DHS for the certification review.
1. As part of CMS certification support, the Contractor shall submit all necessary federal documentation, required reports, forms, and artifacts and provide evidence for all DHS and federal outcomes to assist DHS in obtaining CMS Certification in accordance with published CMS Certification Guidance.
2. The Contractor shall provide all source documentation and contribute to the preparation of the certification folders that include the State Medicaid Manual and CMS-required documentation, reports, requirement/outcome crosswalks, required evidence/testing scenarios, and MITA capability supporting documentation. The Contractor shall retain relevant documentation throughout all phases of the Contract for CMS Certification support, including but not limited to MITA capability documents.

2.3.3.7 CSC System Maintenance and Operations

A. After successful completion of all DDI activities, the Contractor shall be responsible for the ongoing Maintenance and Operations (M&O) of the system and system services for the remainder of the Contract. The Contractor is expected to provide continuous improvement to the system and system services. The Contractor's M&O responsibilities include, but are not limited to:
1. Operating and maintaining the system;

2. Providing scheduled maintenance/enhancement releases to the system. DHS, and not the Contractor, shall have the final say regarding the priority of projects, upgrades, defects, and changes. Subject to State input and approval, Contractor shall plan and coordinate the CSC System release schedule in a manner that factors the release schedule of other critical State systems *(e.g.* Core, ARIES);
3. Performing all activities necessary to meet the technical and operational performance requirements and, if applicable, the desired components and interfaces detailed in this RFP;
4. Performing all activities necessary to ensure that documentation and reporting are in place and accurate;
5. Making configuration updates as requested by DHS. Configuration includes changes to reference data, system parameters, codes, business rules, workflows, and business logic, including hardcoded business logic;
6. Maintaining automated workflows to ensure that new information is correctly routed to the appropriate DHS systems based on predefined rules;
7. Correcting deficiencies (defects) identified by DHS, another DHS Contractor, or the Contractor's staff;
8. Performing regular maintenance required to support DHS's programs, including performance optimization, and making corrections or changes to maintain the integrity of the system;
9. Conducting research and data analysis, as requested by DHS, including charts and graphs that provide information and data visualizations, with explanation and focus on any anomalies;
10. Performing activities necessary to ensure that documentation, data, software, utilities, technical services, peripheral services, hardware, and reports are accurate;
11. Conducting continuous improvement oversight, including reviews of the longest running processes on a weekly basis, and working to fine tune them to higher efficiency;
12. Producing all required and ad-hoc reporting to support DHS and meet state and federal reporting requirements;
13. Collaborating with DHS to provide technical assistance to user;
14. Using appropriate testing, configuration, and change control procedures;
15. Updating user, system, online help, and training documentation for changes; and
16. Engaging in regular self-assessments to ensure continuous quality improvement across all aspects of the contract, including, but not limited to technical improvements in the system, regular staff improvement opportunities, and development of metrics to track such improvements.

2.3.3.7.1 M&O System Changes

A. During Maintenance and Operations, DHS defines system changes as shown below, and for billable items, DHS will make payment as outlined in section 4.1 of this RFP.
B. The Contractor shall provide support for maintenance and minor changes including, but not limited to configuration, normal table maintenance, form changes, and ad hoc queries. These are provided under the maintenance change category and as a normal course of business (at no additional cost).
C. On an annual basis, DHS designates funds to the modification pool to be included in the Contractor's budget and used, as needed, for anticipated enhancements, modifications, upgrades, or system changes. The Contractor shall include a Modification Pool for major system enhancements required by DHS. Modification pool hours are to be used when necessary and approved by the DHS. The Contractor shall bill modification pool hours at a blended rate, based on their DHS-approved rate card. These funds are included in the annual M&O budget for planning purposes.
    1. This RFP contemplates expansion for the role and capabilities of the CSC beyond those necessary for its launch on January 1, 2027. Such expansion will include changes to the CSC System. The expansion of the CSC and CSC System is contemplated by section 2.3.5 below. Accordingly, the M&O System changes contemplated by this clause are changes to the CSC System requested or required to improve the delivery of services already performed by the CSC at the time of the request.
D. For all enhancements that require modification pool funds, the Contractor shall submit the following Enhancement Report to DHS for approval. DHS will make the associated payment listed below for each component.
    1. Statement of Work –10% of the agreed price for this milestone
    2. Functional Design Document –10% of the agreed price for this milestone
    3. System Integration Testing - 10% of the agreed price for this milestone
    4. User Acceptance Testing - 15% of the agreed price for this milestone
    5. Contractor attestation of working system (with all integrated systems) - 15% of the agreed price for this milestone
    6. DHS Production signoff - 40% of the agreed price for this milestone.
E. Major enhancements that exceed funds remaining in the Modification Pool (on an annual basis) would require a contract modification and would be required to go through the normal contract and Advance Planning Document (APD) approval process at the DHS and CMS level. This may not include expansion activities contemplated by section 2.3.5 below.

F. Each month, the Contractor submits an invoice detailing M&O modification pool work, the hours and rates for DHS approved changes using defined rate tables. DHS must authorize the use of these hours and the Contractor's receipt of these funds is not guaranteed. DHS has not yet allocated a set number of hours per contract year for the Modification Pool. The number of hours shall be determined by DHS upon contract award. Any unused hours at the end of each contract year will be rolled into the next contract year's pool. The Contractor shall not exceed the annual allocation of modification pool hours (including those that have rolled-over) without written approval by DHS.

2.3.3.7.2 M&O Software Defects

A. The contractor shall implement robust defect tracking, classification, release planning, and deployment processes to ensure software quality, traceability, and reliability.
   1. Definitions
      a) Defect (Bug): A flaw or deviation in the solution that causes it to perform differently than specified in the requirements, design documents, or user expectations.
      b) Severity: Refers to the degree of adverse impact a defect has on the functionality or performance of the system, affecting the operations of DHS and its associated entities, including but not limited to staff, contractors, providers, beneficiaries, and any individual or organization utilizing the system or receiving its output.
      c) Priority: A measure of how urgently a defect should be resolved, based on business needs, and DHS importance.
      d) Release: Refers to a deployable software package that includes new features, enhancements, defect resolutions, or configuration modifications. Releases may be categorized as major release, minor update, or patches, depending on the scope and impact of changes.

B. The determination by the Department of Human Services (DHS) regarding any Defect, Severity Level, or Priority Level, as defined, shall be final and binding. In the event the Contractor disputes DHS' determination of a Defect, Severity Level, or Priority Level, the Contractor shall be afforded the opportunity to present a defense, provide a response, or propose an alternative assessment. DHS, at its sole discretion, may accept the Contractor's determination if it finds that extenuating circumstances beyond the Contractor's control warrant reconsideration or if such acceptance is deemed to be in the best interest of DHS. In such instances, DHS shall retain final authority in determining the acceptability of the Defect, Severity Level, or Priority Level.

C. The Contractor shall assess all open defects during each release planning cycle and assign defects to a release based on severity and priority.
   1. No defect, regardless of severity and priority, may remain unresolved for longer than twelve (12) months from the date of identification.
   2. High and critical severity defects must be scheduled for resolution in the next available release, or as defined by performance standards.

Table 3: Severity Level

Severity Level	Description
Critical	System failure or data loss, rendering the system totally or partially non-operational with no viable alternative or workaround available, and acceptable to DHS.
High	A significant disruption to core system functionality resulting in substantial impairment of operations; while a workaround acceptable to DHS may be available, it does not sufficiently mitigate the impact.
Medium	A moderate impairment of core system functionality/performance that affects operations but does not critically disrupt them; a workaround acceptable to DHS may exist and partially mitigates the impact.
Low	A minor or superficial defect that does not materially affect system functionality or performance and does not impede operations.

Table 4: Priority Level

Priority Level	Description
P1 – Immediate	Fix required immediately to unblock development or critical processes.
P2 – High	Fix in current release cycle.
P3 – Medium	Schedule for upcoming sprint/release.
P4 – Low	Fix when resources allow.

2.3.3.7.3 M&O System Changes Testing

A. For all system changes, the Contractor shall conduct testing management as described below and in the Attachment N - Requirements, specifically:
   1. The Contractor shall conduct system integration test walkthroughs, including test plans and test results, for all changes to demonstrate to DHS that all functions have been completely and accurately planned, developed, and tested. If defects are identified, the Contractor shall document, track, and resolve as validated by DHS. DHS reserves the right to request and review detailed evidence of all test results and the number of attempts made in retesting a change.
   2. The Contractor must receive implementation acceptance approval from DHS for each scheduled release. The Contractor must define and lock in the contents of a release at least ten (10) business days prior to UAT. Minimum UAT is ten (10) business days plus five (5) business days of regression testing. Upon mutual agreement, the testing window may be shortened or lengthened. DHS reserves the right to extend UAT testing.
   3. The Contractor shall be responsible for extending the time allocated to UAT if the proposed testing duration is not deemed sufficient and approved for DHS to validate the module. The UAT environment must be available daily, Monday through Friday, between the hours of 7:00 AM to 7:00 PM. All upgrades, deployments, patching, *etc.* must be completed outside this testing window.

2.3.3.7.4 M&O System Documentation Standards

A. The Contractor shall be responsible for creating and maintaining complete, up-to-date, accurate, and timely documentation of the system. Following implementation, the Contractor shall update the System Documentation with all changes, corrections, or enhancements.

2.3.3.7.5 M&O Training Materials

A. The Contractor shall develop and maintain M&O Training Materials for DHS approval. M&O Training Materials shall, at a minimum, include:
   1. Course syllabi;
   2. Curriculum;
   3. Reference materials; and
   4. A trainee manual with key features, tailored for Contractor staff, DHS staff, and other DHS Contractor staff, as needed
B. All training classes shall be recorded and be made available to providers, Contractor staff, DHS staff, and other DHS Contractor staff as specified.
C. The Contractor shall update the M&O Training Materials annually for DHS approval

2.3.3.8 Enterprise Processes and Tools

A. The Contractor's proposed tools must have the capability to interface with Jira, if needed.
B. The Contractor shall use or interface with the DHS tools and processes for the following:
   1. Information and collaboration repository for all contract and project documents, schedules, reports, correspondence, and related information; and
   2. Deliverables management for all contract deliverables.

2.3.3.9 CSC System Hosting

A. DHS requires solutions that leverage cloud-based hosting technologies for the system to provide a highly reliable, scalable, and cost-effective infrastructure. Cloud-based solutions enable the Contractor to provision computing and data storage resources to be available as needed. DHS requires the production environment to be complete, stand-alone, and in the full control of the Contractor and must not rely on other non-production environments to fulfill the Contract requirements.
B. The design and implementation of the hosting solution must meet DHS's expectations for up-time and disaster recovery. A highly available solution must meet the performance standards while minimizing scheduled downtime. The hosting solution must remain flexible to accommodate new requirements and regulatory changes as the solution matures over time. Additionally, the hosting solution must support the activities necessary to ensure the continuity and recovery of business operations in case of disaster events.
C. The Contractor's hosting solution must support DHS's security requirements. At a minimum, the Contractor shall ensure all solution components and necessary environments comply with the security specifications as described in the most up-to-date Acceptable Risk Controls for ACA, Medicaid, and Partner Entities (ARC-AMPE), applicable overlay, compliance standards for privacy and security for all Medicaid Systems. ARC-AMPE is a set of privacy and security standards for the Affordable Care Act (ACA) administering entities, as well as their contractors and Subcontractors. Developed by CMS, the standards are based on the National Institute of Standards and Technology (NIST) Special Publication 800.53r5 (current version). This framework establishes the security and privacy requirements required for compliance under ARC-AMPE, ensuring the availability, confidentiality, and integrity of protected health information (PHI), personally identifiable

information (PII), and Federal tax information (FTI). The Contractor shall ensure and maintain compliance with the most current version of the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal, state and DHS privacy and security standards.

D. The State reserves the right to host the CSC System in the data center of its choice and to select the hosting location on an annual basis.

2.3.3.10 CSC System Software

A. The software proposed must satisfy all business, technical, and performance requirements described in this RFP. The State intends to use COTS products and Software-as-a-service (SaaS) to the maximum extent possible. Any software proposed must be easily configurable and require minimal customization to align with the CMS expectations of modularity and must qualify for enhanced funding, as long as it is available from CMS. DHS also requires the software to be flexible and adaptable enough to support the State well into the future.

B. The Contractor must propose an industry-standard software or application programming language. All proposed software must be supported and remain supported for the term of the Contract and must be transferrable or licensable to DHS; if any portion of this system is proprietary, it must be approved by DHS. As part of the Assets Management Plan and Assets Inventory Deliverable, described in section 2.3.3.2.3 of this RFP, DHS requires thorough documentation of the software, including, but not limited to:
   1. Producer/Manufacturer
   2. Versioning – within current release and -1
   3. Purpose/Use/Description of the software
   4. License Boundaries (how is it licensed)
   5. End User License Agreement (EULA) listing of convey or does not convey at the close out of the Contract.
   6. Software maintenance agreement

C. DHS requires that the software be scalable (*e.g.*, it must not require re-architecture, re-design, or new development) to meet DHS's performance requirements. The Contractor shall propose a system that must:
   1. Scale capacity quickly, both up and down, as the computing requirements change;
   2. Provide high availability;
   3. Distribute application traffic to achieve greater levels of fault tolerance; and
   4. Have no single point of failure.

D. DHS will own any software that is designed, developed, installed, or enhanced with Federal funding per Federal Financial Participation (FFP) (45 CFR 95.617).

E. DHS will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for federal and state government purposes software, modifications to software, and documentation that is designed, developed, installed, or enhanced with Federal funding FFP (42 CFR 433.112).

F. DHS property is considered any property, including intellectual property, acquired or created by the Contractor as a Contract deliverable.

G. Any applications software developed by the Contractor in the performance of the Contract that culminates from this solicitation must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

H. In the event that proposed costs for any software do not match DHS's price expectations, DHS reserves the right to independently procure software aligned with DHS's needs, and to reduce the amount paid to the Contractor proportionally.

2.3.3.11 CSC System Security and Access

A. Data contains Personally Identifiable Information (PII) and Protected Health Information (PHI) and is considered sensitive. As such, the security of this data is critical to the success of the project, and the system must include physical and virtual security methods, as well as role-based access to all environments and data at the proper levels. The Contractor must protect all data using various methods including, but not limited to:
   1. Provision of access;
   2. Storage of all user access accounts;
   3. Audit trails of ALL events performed by users and the system itself;
   4. Backup of all data, including reporting and analytics saved by users;
   5. Protection against viruses and threats, including, but not limited to, ransomware, rogue security software, Trojan horses, worms, denial of service, and SQL injection; and
   6. The Contractor shall provide a system that is able to support multiple user roles as defined and approved by DHS.

B. The system shall integrate into a centralized role-based account store controlled by DHS for single sign-on access. The role-based Single Sign-On system is built and managed by the DHS OIT CISO. The Contractor shall work with the DHS OIT CISO to implement Single Sign-On. The system must provide the flexibility to adapt to changing security and access approaches as well as DHS, state, and federal rules or regulations. Per requirement, privileged users use MFA at Authentication Assurance Level 2, Identity Assurance Level 2. The system is required to be MARS-E 2.2 compliant with ARC-AMPE compliance pending to govern session management, account management, and audit capabilities.

2.3.4 Staffing, Training and Operating the CSC

2.3.4.1 Verification & Outbound Contact Center

A. **Capability Generally -** Contractor, as part of the CSC, must operate a Verification & Outbound Contact Center Unit. The Contractor may perform all duties in-house using its own agents or may subcontract the functions of this Unit using a team-based model. The Contractor will be responsible for maintaining optimal staffing levels and client management regardless of model utilized. This Unit must perform large-scale, automated outbound communications to populations defined by the State. The CSC will also have the ability to receive and record responses to these outbound communications. Specifically:

1. Contractor shall, at State direction, program automated outbound communications via recorded telephone calls, text messages, email or other CSC System communication methods capable of outbound contact. The recordings/messages of these communications, their frequency and duration are subject to State review and approval. It is expected that most outbound communication will be executed automatically using software and/or artificial intelligence to initiate proactive outreach customers primarily via calls and other modalities (e.g., email, text, chat, mail, etc.) as needed.
2. Contractor shall have the ability to program outbound communications in multiple languages and tailor the communication to the language of the recipient based on their profile in the CSC system. Language support shall include, but not be limited to, English, Spanish and Marshallese.
    a) The Contractor shall provide all translations, recordings, and any other tools necessary for multilingual functionality. The Contractor must work with an Arkansas-based Marshallese interpreter that is approved by DHS.
3. The occurrence of all outbound communications must be recorded in the CSC System. The CSC System shall be capable of reporting on outbound attempts to specific individuals and groups.
4. If the outbound communication requests a person contact the State, the CSC shall be equipped to receive that return contact through all available CSC modalities of communication (e.g. email, phone, text) and any information or documentation received as a result of these return contacts must be logged into the appropriate State systems (e.g. ARIES or CSC System) , including but not limited to the uploading of electronic document into a State system or in near-real time with the persons return contact. The CSC System must also log if this return contact satisfies any need for continued outbound contact. Contractor understands that the timely performance of this duty may be the reason a person's benefits continue or lapse.
5. The list of beneficiaries requiring outbound communication at any given time may change based on information entered into other state systems (e.g., ARIES). As such, Contractor must be able to automatically update its list of outbound contacts in near-real time.
6. The State may require multiple, simultaneous outbound initiatives with different messaging, to different people, via different methods, and different requests.
7. For all outbound communication, Contractor must adhere to the directions and standards established by the State regarding who to contact, when to contact, how to contact, and the content of the outreach.

B. **Community Engagement Verification –** Starting as a robust beneficiary outreach and education effort as soon as is practicable but no later than December 1, 2026, the Verification & Outbound Contact Center Unit, shall begin performing outbound communication to obtain documentation verifying the status of ARHome beneficiaries as either exempt, compliant, or non-compliant in accordance with the Medicaid Community Engagement Requirements detailed in Section 71119 of P.L. 119-21. These procedures shall also be used to meet the State's requirement to redetermine eligibility not less than every six months under Section 71107 of the new law. These duties shall be performed on the population of beneficiaries for which the State was unsuccessful in automatically verifying beneficiary status (i.e. *ex parte* verification). Please note that outcomes of the outbound verification process for the period before and on December 31, 2026, will not impact the status of beneficiary enrollment. Specifically, the State will not impose the new requirements as a condition of eligibility during this period, but will use this period to readiness test internal processes and outbound outreach and verification process.

1. The State shall provide the population for Community Engagement requirements verification to the Contractor via ARIES or other State-approved method. At the time of this solicitation, the estimated monthly volume for which the work requirements verification shall be performed by Contractor is

approximately 28,000 individuals. DHS expects that the majority of these individuals will respond to text or email prompts in order to self-report. DHS estimates approximately 15,500 will require additional methods of contact. To successfully complete verification may require contacting an individual multiple times each month. Contacts must be completed according to a monthly schedule established by DHS to complete timely and appropriate follow-up actions on beneficiary coverage.

a) For the time period before the completion of an interface between the CSC System and ARIES, the State will work with Contractor to support Contractor's Community Engagement work with direct ARIES access, exports from ARIES data, or other reasonable means to facilitate Contractor's duties as contemplated by this section. ARIES will be the system of record for the satisfaction of Community Engagement requirements. The Contractor may track work within the CRM environment; however, all information related to the satisfaction of Community Engagement requirements will ultimately need to be recorded and finalized within ARIES directly or via an interface.

2. This is a population known to be potentially transient and extra efforts may be required to find them beyond absolute reliance on their contact information in State Systems.
3. During the robust outreach and beneficiary education effort period, the State will work with the Contractor to gradually implement outbound verification technology, systems, marketing and procedures prior to actual implementation of community engagement requirements including penalties for non-compliance on January 1, 2027.
4. Verification duties require Contractor to attempt to determine and log a beneficiary's "status" as either Exempt, Compliant or Non-Compliant in accordance with the Community Engagement Requirements. In so doing, the Contractor shall adhere to the Federal and Arkansas interpretation and direction on the definitions of these statuses and the documentation or proof required beyond attestation for these statuses. The State, with Contractor input, will update the State eligibility manual to provide guidelines on how to facilitate verification operations and potentially outline definitions and procedures Contractor must use and follow.
5. The State will make all efforts to complete *ex parte* verification. The remaining requirements will be handed to the Contractor, who will perform *ex parte* verification using its own tools or the subcontractor's tools, systems, and procedures These responsibilities will include, but are not limited to:
   a) A system to automatically verify "gig," 1099, Schedule C, independent contractor, or other non-W-2 wages;
   b) A procedure to verify satisfaction of the community service compliance program, including communication and outreach procedures with relevant third parties.
6. When a person's status is confirmed in accordance with State and Federal policy, that status shall be logged in the required State System as defined by the State and no further attempts shall be needed for that person for that month.
7. Verification Marketing Campaign
   a) Contractor will launch a comprehensive ARHome Launch campaign utilizing multiple channels to inform beneficiaries of verification requirements as well as develop a dedicated webpage for the DHS website that explains the verification requirements and the responsibility of reporting to maintain ARHome coverage.
   b) Contractor will conduct post outbound contact surveys to gather feedback regarding their satisfaction with the assistance provided that will be utilized to improve the campaign materials and dedicated webpage materials.
   c) Contractor will develop brochures, flyers, and infographics that explain the verification process in simple, accessible languages.
   d) Every six months, Contractor will assess and update the ARHome Launch campaign based on end user feedback or changes requested by DHS to meet ARHome where they are at and provide information that assist them with verification.
8. Contractor understands that a material amount of Federal Funding is contingent on the timely and accurate completion of this Work Verification requirement.
9. The State reserves the authority for final determination of any beneficiary or applicant's compliance with the Medicaid Community Engagement Requirements. The system of record for all determinations shall be ARIES.

C. Maternal Health Outbound Communication Outreach Requirements - As part of beneficiary outreach, the CSC shall continue seamless operations of the existing outreach program ARHOPE (Arkansas Healthy Outcomes and Pregnancy Education), designed to provide pregnancy education to pregnant women newly enrolled in Medicaid. These pregnant women will be identified through interface with the MMIS system (aka Core). This outreach shall include:

1. An Outbound calling campaign with adequate staffing and supervision determined to encourage women to go to prenatal appointments and to offer assistance finding a provider, which may include but is not limited

to OB/GYN, CNMs, APRNs, family physicians, and/or FQHCs. This program shall accept inbound calls to provide the same support. Agents shall call an estimated 2,000 new enrollees each month of the year and address the following:

a) Ask if they have a provider.
b) Ask if they need help finding one in their area.
c) Discuss how often they should go to prenatal visits.
d) Let them know they will be receiving monthly texts with important information about their pregnancies and their coverage.
e) Let them know they will be getting an email with a New Mom Toolkit that has educational materials about pregnancy and motherhood.
f) Let them know about other Medicaid services to support pregnancy, including but not limited to, Life360 Homes, maternal depression screens and mental health services, non-medical transportation services, lactation consulting, doulas, community health workers, Arkansas Department of Health Pregnancy Plus app, and information on how to apply for the SNAP and WIC programs.

2. Monthly texts (for a maximum of 12 months for each enrollee) must be sent to newly enrolled moms: 1 text per month x 12 months for an estimated 25,000 women. The Contractor shall consult with DHS to determine the subject of monthly texts. Topics may include:
   a) What their coverage includes and the importance of prenatal visits and pre-natal vitamins. Link to new mom toolkit.
   b) The healthier the mom is, the healthier her baby will be. Education to stop smoking and to eat healthier. (Smoking cessation program info)
   c) What other services does Medicaid cover for pregnant moms? Include Flu vaccines during flu season.
   d) What is gestational diabetes?
   e) What new moms need to know about high blood pressure and other health concerns (bleeding/embolism - https://www.cdc.gov/blood-clots/toolkit/pregnancy-infographic.html).
   f) Maternal depression – what to watch out for and what Medicaid covers.
   g) LARCs and birth control covered by Medicaid.
   h) Post-partum visits.
   i) Well-child checkups.
3. Distribution of DHS' existing digital New Mom Toolkit. All new enrollees in the required eligibility categories with an email address in ARIES must receive an email with information about the toolkit and other important information about their coverage.
   a) The Contractor, with DHS input, will continuously update the toolkit and coverage information to ensure accuracy.
4. Develop, for State approval, monthly reports that outline the Maternal Outreach monthly metrics.
5. The State is interested in expanding the use of the Verification & Outbound Contact Center Unit beyond ARHome beneficiaries. This may include using outbound communications to support the redetermination process for specialty populations who are at high risk of losing their Medicaid services such as aging, elderly, physically disabled, intellectually or developmentally disabled, and those with a mental health diagnosis.

2.3.4.2 Staffing and Operations of CSC

A. Contractor shall maintain sufficient staff to fulfill CSC Obligations contemplated by this contract. This includes, but is not limited to, staff to answer inbound phone calls and oversee that team. The State prefers that the staff fielding customer inquiries be located in Arkansas, but they must be located in the continental United States (*i.e.* lower 48 states.)
B. Contractor is solely responsible for procuring the hardware and other technology needed by its workforce to perform the duties under the Contract. This includes, but is not limited to, computers and headsets for the CSC staff.
C. Contractor shall develop a Quality Assurance and Quality Improvement Program to ensure high quality and continuously improving CSC operations as it relates to the quality of services provided to customers. This program should include:
   1. A statistically significant and random sampling of recorded calls to ensure the accuracy of conveyed information and the quality of customer service
   2. A statistically significant "live listening" to CSC Calls
   3. The management of a live dashboard tracking call center performance metrics to allow for the continuous analysis and monitoring of CSC performance, such as to determine the effectiveness of routing and IVR strategies and to enable managers to make proactive adjustments
D. Contractor shall provide be able to provide all CSC services in English and, at a minimum, live interpretation for Spanish and Marshallese. The Contractor shall provide all translations, recordings, and any other tools

necessary for multilingual functionality. The Contractor must work with an Arkansas-based Marshallese interpreter that is approved by DHS.

E. In addition to fielding requests from customers, the CSC shall also actively share information with customers who are contacting the CSC which is pertinent to that customer's circumstances. By way of example, if a customer calls with a question but the State has outstanding requests of that customer, the CSC shall attempt to answer the customer's question and also proactively bring to the customer's attention the outstanding requests.

2.3.4.2.1 CSC Operations Training Plan

A. The Contractor must ensure that when its CSC replaces the Beneficiary Call Line that there is no disruption in the services provided to DHS customers. CSC staff will need to develop proficiency in a range of topics, provide a range of services, and be proficient in the use of the CSC System. New training materials will be developed based on Arkansas system requirements and insights from the Contractor's review of current workflows and processes.

B. The Contractor must propose CSC operations staff training through the CSC Operations Training Plan. The CSC Operations Training Plan should address:
   1. Purpose and scope of each training, including initial and ongoing training;
   2. Training staff roles and responsibilities;
   3. Identification of specific roles and staff titles to be trained;
   4. The planned evaluation of the training content and delivery;
   5. Training resources required, including facilities and staff;
   6. Training schedules identifying when specific staff roles will be provided training, prior to go-live, and throughout implementation;
   7. Details of the planned instructional methods;
   8. Provision of training equipment, software, telecommunications, facilities, and training data to support the development, maintenance, and presentation of training programs and materials;
   9. Registration process, tools, and tracking;
   10. Plans to update the identified trainings;
   11. Plans to develop a hub for on-demand training resources, including but not limited to instructional videos, user guides, and FAQs, to be accessed by CSC and DHS staff at any time.

C. The Contractor shall address how their training will encourage a culture of knowledge sharing amongst CSC and DHS staff.

D. Training required to be included in the CSC Operations Training Plan include, but are not limited to, customer service, DHS subject areas, DHS workflows, and accompanying transfer procedures. The CSC Operations Training Plan will be approved by DHS prior to training implementation.

E. The CSC Operations Plan shall be submitted to DHS for approval and updated annually for DHS approval.

F. Training related specifically to the CSC System required for system go-live must be submitted within the System Training Management Plan, rather than the CSC Operations Training Plan. To the extent that Contractor's proposed system requires the temporary or permanent use of State systems by CSC staff (*e.g.* ARIES, Core) such training will be responsibility of the Contractor and at the Contractor's expense. The State cannot be relied upon to furnish this training, though it will make any existing training materials it has available to the Contractor.

2.3.4.2.2 Call Center Management & Operations

A. In order to foster an efficient and productive Call Center, the Contractor shall develop CSC capabilities in order undertake the following responsibilities:
   1. Allow for call center queues to be organizable, in order to allow for calls in queue to be sorted by fields such as:
      a) The nature of the call
      b) The urgency of the call, potentially identified through the usage of sentiment analysis tools
      c) The programs and service areas connected to the content of the call
   2. Allow for managers and the system to adjust routing and queuing of calls
   3. Support access into detailed call history to allow for the routing of a caller based on their past interactions with the CSC
   4. Provide specialized training for staff dedicated to handling certain call types/issues
   5. Support proactive call center management by providing managers monitoring abilities through dashboards and other similar tools
   6. Allow a person on hold in a queue to request a call back when their place in line reaches an agent
   7. Provide estimated hold time information to people in a queue, provide State approved recordings to people on hold which recordings may be customized for the type of queue or caller
   8. Provide caller authentication functionality to ensure that PHI is contained

2.3.4.2.3 Surveying Customer Satisfaction

A. Customer satisfaction is a critical component of the Contractor's performance. In order to measure customer satisfaction with the delivery of service by the Customer Service Center, the Contractor shall develop a Customer Satisfaction Survey to be shared with individuals making contact with the CSC. At a minimum, this survey shall ask individuals to rate their interaction with the CSC on a one (1) to five (5) scale. The Contractor shall ensure that this survey is randomly distributed to enough customers to reach a statistically significant sample of CSC customers.
B. The State intends for the responses to the Customer Satisfaction Survey to act as the base of a performance standard outlined in Attachment C, in which the Contractor shall maintain a monthly average customer satisfaction level derived from said survey responses. The State shall establish and communicate this performance standard to the Contractor at a time to be determined following contract award.

2.3.5 Customer Service Center Expansion

2.3.5.1 Areas of Expansion

A. Over time, the Contractor and State shall collaborate on an expansion of the types of customer inquiries the CSC can solve. Specifically, the State seeks to have the CSC gradually and incrementally assume some of the duties contemplated in Table 2 – Transfer to State at Launch in section 2.3.2 above.
B. For purposes of evaluating Respondents to this RFP, the State seeks a proposed plan to ultimately incorporate these Table 2 duties. However, the precise array of duties assumed by the CSC will be developed over time and in collaboration with the State.
C. No expansion work is guaranteed to Contractor via the Contract. Any expansion work will earned by the Contractor through its demonstrated success going live with the initial CSC and, if applicable, successful expansion work.
D. The Contract shall include funding for expansion work, and any expansion work performed and paid for through the Contract shall be undertaken by the governance protocol below.
E. The State reserves the right to separately procure expansion support from the same Contractor or another Vendor through any available State contracts, new solicitations or other valid purchasing methods, if the State determines this is in its best interest.

2.3.5.2 Expansion Governance

A. No additional topics or duties beyond those at launch may be implemented or supported by the Contractor without prior, written approval from the State.
B. In order for the State to consider approving expansion through this Contract, the Contractor shall submit a written proposal to the State for each proposed expansion (*i.e.* each new type of customer inquiry which the CSC can field independent of State support). Each proposal shall include the following:
    1. A description of the topic or beneficiary inquiry sought to be added to the CSC's responsibilities. Multiple topics or beneficiary inquires may be proposed in the same proposal, though the reason for grouping them must be explained;
    2. The proposed business process gathering strategy (similar to the efforts required by 2.3.2.3.1 above);
    3. The anticipated volume of customer need for this topic or inquiry;
    4. The proposed modifications to the CRM, if any, the associated timelines for DDI, and the proposed testing including but not limited to UAT;
    5. A plan to pilot the new features and allow users to provide feedback;
    6. Any required new or modified integrations with State systems;
    7. Any new access (but not integration) needed to State systems;
    8. The proposed training material updates, and the timeline to train CSC staff on the expansion;
    9. The impact of the expansion on the Contractor's M&O duties;
    10. Any anticipated impact on existing CSC services or CSC performance metrics, including a discussion of any impact of changes to CSC Operations staffing; and
    11. The proposed cost of the expansion, including the milestones for payment and the definition for success. For less complex proposals, the milestones in section 2.3.3.6.1 above may serve as an example.
    12. The State has the right, in writing, to add or remove elements required in a proposal.
C. The State shall review each proposal and may request clarifications, modifications, or additional documentation. The State, in its sole discretion, shall determine whether to approve, reject, or postpone any proposed expansion. Approval shall be effective only upon execution of a written authorization. The approval must expressly approve the budget of the proposal.
D. Any actions taken by the Contractor in anticipation of approval shall be taken by the Contractor at their own risk. The State shall incur no expansion obligation beyond what is expressly approved in writing.

E. The State shall retain all documentation created by Contractor as part of any expansion work under this contract, including but not limited to the documentation of business processes historically the domain of State employees or other State vendors.

2.3.6 Deliverables Summary

Activities and Deliverables Summary	Initial Due Date (Calendar Days)	Subsequent Due Dates
CONTRACT INITIATION AND PROJECT MANAGEMENT		
Deliverable Expectations Document	10 Days	N/A
Project Initiation Checklist	30 Days	N/A
Project Management Plan	30 Days	Annual
Staffing Management Plan	30 Days	Annual
Stakeholder Management Plan	30 Days	N/A
Communication Management Plan	30 Days	Annual
Project Schedule	30 Days	Weekly
Status Reports	30 Days	Biweekly
Performance Management Plan	40 Days	Annual
Disaster Recovery/Business Continuity & Contingency Plan	90 Days	Annual
UNDERSTANDING AND DOCUMENTING STATE BUSINESS PRACTICES AND THE CURRENT CAPABILITIES OF THE BENEFICIARY CALL LINE		
Interview Plan	To be determined	N/A
Transfer of Operations Plan	Prior to July 1, 2026	N/A
CSC SYSTEM DELIVERABLES		
Requirements Traceability Matrix (RTM)	40 Days	Annual
Requirements Validation Document (RVD)	40 Days	Annual
Assets Management Plan	50 Days	Annual
Assets Inventory	50 Days	Annual
Interface Management Plan	60 Days	Annual
Interface Control Document	60 Days	Annual
System Implementation Plan	60 Days	N/A
Test Management Plan	75 Days	Annual
System Training Management Plan	75 days	Twice Annually
System Security and Privacy Plan	75 days	Annual
Ransomware Recovery Plan	120 days	Annual
Artificial Intelligence Implementation Plan	On or before January 1, 2027	N/A
CSC SYSTEM DDI		
System Test Scripts	10 Days prior to System Test	N/A
System Test Readiness Checklist	10 Days prior to System Test	N/A
Testing Results Report	5 Days after System Test start	As Needed
CSC System Training Materials	30 Days prior to DHS Staff Training	As Needed
Disaster Recovery/Business Continuity Test Results Report	10 Days prior to Go-Live in Production Environment	As Needed

System Documentation	**15 Days after Go-Live**	**As Needed**
Required State Interfaces Complete (Section 2.3.3.1.3)	**To be determined**	**N/A**
OPERATIONAL READINESS REVIEW		
Operational Readiness Review Checklist	**150 Days**	**Annual**
CMS CERTIFICATION		
Certification Readiness Plan	**150 Days**	**Annual**
CSC SYSTEM MAINTENANCE AND OPERATIONS		
Enhancement Report	**To be Determined**	**As Needed**
M&O Training Materials	**60 Days prior to Go-Live**	**Annual**
STAFFING, TRAINING, AND OPERATING THE CSC		
CSC Operations Training Plan	**75 Days**	**Annual**
CONTRACT CLOSURE PHASE		
Contract Closure Turnover Plan	**6 Months prior to the end of the third year of the Contract.**	**Upon every expansion effort and no less than annually**

2.3.7 Data and Reporting

A. Beyond the Status Reporting required in section 2.3.1.9.1, the Contractor's CSC System will provide the State with the tools, mechanisms, and services to support DHS's needs for data and reporting.

B. The Contractor shall furnish reports to the State providing data points on CSC performance and trends from CSC interactions with customers and transfers to the State. Items that shall be covered in Contractor reports include but are not limited to:

1. Reports detailing Contractor's performance relative to Standards in Attachment C, such as:
   a) Rate of transferred inquiries
      i. Rate of referrals made to the State as a percentage of all calls made to the CSC
   b) Inquiry response rate
      i. Time to respond to incoming calls
   c) Call abandonment rate
   d) Speed to answer
2. Interaction Trends
   a) Types of calls and inquiries received by the CSC
   b) Frequency of State referrals
   c) Information regarding Customers requiring multiple contacts to resolve their inquiry(s) and the nature of those inquiries
   d) Call volume by hour, day, week, and month
3. Quality Assurance / Quality Improvement Findings
4. CSC Staff Trends
   a) Staff vacancy information
   b) Staff turnover information

C. The content and periodicity of reports shall be finalized with the State prior to go-live and may be refined from time to time.

D. The Contractor shall develop ad hoc or custom reports at the request of the State, with deadlines and turnaround times agreed upon between the State and the Contractor according to the urgency of the matter.

E. The Contractor shall periodically extract CSC System data which will be sent to the State's DSS solution. This data should be extracted into a file format that is convenient for transfer to the DSS. The State shall establish and communicate required file formatting, as well as the avenue and process for data transfer to the DSS, at a time to be determined following contract award.

F. The Contractor shall develop, for State review and approval, reports detailing the outbound activities performed by the CSC. These shall include, but not be limited to:

1. Monthly reports detailing the Maternal Health Outreach activities
2. All reports necessary to ensure the State's compliance with the Community Engagement Requirements

2.3.8 Other Requirements

2.3.8.1 Statutory Requirements

A. The systems and components procured through this RFP must fully comply with the standards as required by state and federal statute and regulation, including, but not limited to:
   1. Title II, subtitle F, sections 261 through 264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191
   2. Medicaid IT Supplement, Enhanced Funding Requirements: Final Rule CMS-2392-F Conditions and Standards defined under subsection (d)
   3. Reporting on defined system metrics and outcomes required by the latest CMS Certification guidance metrics reporting through continued operations. Metrics provide measurable evidence that the outcomes are achieved on an ongoing basis. States are required to report on the system's performance to CMS as a condition for receiving enhanced funding.
   4. All CMS and DHS-required Outcomes specified in the RFP and/or defined in Attachment N – Requirements and 42 C.F.R. 433.112
   5. Implement Early Warning Dashboards via T-MSIS to detect any data issues quickly to allow for research and quick resolution.

2.3.8.2 Records Retention

A. The Contractor shall meet record retention requirements. Section 4.6 of this Bid Solicitation contains additional requirements regarding record retention.
B. The Contractor shall retain financial and accounting records and evidence pertaining to the Contract and all data, material, and working papers shall be scanned, indexed, verified by DHS, and stored in a location convenient to DHS.
C. DHS requires that all data, material and working papers be retained and available for audit for a period of ten (10) years after final payment is made to the Contractor.
D. DHS must approve the destruction of any data, material or workpapers that have been developed in performance of this contract.
E. The Contractor shall adhere to data retention requirements cited in 45 CFR 164.316 and Administrative Rule 37.85.414. DHS may require a longer retention period on an exception basis to support ongoing business needs.
F. The Contractor shall be able to demonstrate the ability to support requirements for backup and archiving consistent with performance standards and CMS, DHS, and industry standards.

2.3.8.3 Medicaid Advisory Committee and Beneficiary Advisory Council

A. In accordance with 42.C.F.R Part 431, and the Ensuring Access to Medicaid Services (CMS-2442-F) Final Rule, DHS has established a Medicaid Advisory Committee (MAC) with a dedicated Beneficiary Advisory Council (BAC) comprised of current and former Medicaid beneficiaries, their family members, and caregivers, to advise DHS on matters of concern related to policy development and matters related to the effective administration of the Medicaid Program. These meetings are open to the public.
B. The Contractor shall provide administrative support for the quarterly MAC and BAC meetings.

2.3.8.4 Accessibility Standards

A. The Contractor shall comply with all applicable standards set forth in the Department of Justice Final Rule, Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities, 28 C.F.R. part 35 [CRT Docket No. 144; AG Order No. 5919-2024] RIN 1190-AA79.

2.3.9 Contract Close Out

2.3.9.1 Transition to a Subsequent Contractor

A. During the transition period, the Contractor shall work closely and cooperatively with DHS and the new contractor. The Contractor shall perform the activities required to transition to a subsequent contractor. End of Contract transition planning must ensure seamless operations and system turnover to DHS or its designee. Key issues include:
   1. Phase-in training of the new contractor or other identified stakeholders
   2. Thorough and efficient transition activities
   3. Staffing continuity
   4. Uninterrupted service
   5. A list and record of all software/hardware and their conveyance at Contract end
B. At the direction of DHS, but no less than eighteen (18) months prior to the final Contract year, including option years that have been exercised, and at least eighteen (18) months prior to the end of any Contract extension(s), the Contractor shall begin turnover. DHS reserves the right to request any turnover activities at any time during the Contract period, even if the Contract is not ending. DHS may also require that these services begin earlier than eighteen (18) months as needed for an orderly transition.

C. Contractor shall work closely and cooperatively with the new contractor to discontinue current systems to align with the incoming Contractor's Implementation Schedule.
D. DHS shall not be charged for the same services being performed by the incoming and outgoing Contractors.
E. The transition shall not be considered complete until all required activities are complete and approved, in writing, by DHS.

2.3.9.2 Contract Closure Turnover Plan Deliverable

A. The Contractor shall provide a Contract Closure Turnover Plan that must, at a minimum, include:
   1. The Contractor's proposed approach to turnover;
   2. All tasks, subtasks, activities, durations, milestones, and deliverables associated with the turnover process;
   3. A proposed work schedule of tasks, deliverables, and milestones to be performed during turnover, including a timeline, with a narrative describing each task, deliverable, and milestone on the work schedule;
   4. An approach to providing complete and updated system and user documentation, with the data and documentation organized in a format required by DHS;
   5. Operational tasks and procedures that are updated during turnover;
   6. Detailed operational procedures that describe how maintenance and ongoing support of the system are performed;
   7. Detailed descriptions of the services that would be required by another contractor to fully take over system, technical, and business functions outlined in the contract, including an estimate of the number, and type of personnel required to support the technical platform and maintain service levels;
   8. A description of Contractor coordination activities that shall occur during the turnover and implementation of the activities to ensure continued system and services functions, as deemed necessary by DHS;
   9. A list of incomplete tasks, such as system defects, modifications or enhancements, and configuration requests, and a schedule to complete prior to end of turnover, as appropriate
   10. A statement of the resources that would be required by DHS or another contractor to fully take over the system, technical, and business functions outlined in the contract(s), including quantity and types of resources, subcontractors, and volume of tasks to support the scope of work;
   11. The Contractor's approach to transfer appropriate software, hardware, records, telephone numbers and lines, equipment, Post Office Box(es), IP addresses, domain names, and other requirements deemed necessary by DHS;
   12. A proposed schedule of turnover progress meetings;
       a) Contractor's approach to written progress reporting to be delivered to DHS within one (1) week after each scheduled turnover progress meeting. Each progress report must, at a minimum, include: Identities and job functions of the attendees at the Turnover monthly progress meeting;
       b) Monthly Progress Meeting agenda and minutes;
       c) Description of any progress made on each task, deliverable, and milestone, including any variance from the baseline if applicable for that period of time;
       d) Topics of general discussion at the monthly progress meetings;
       e) Action items and decisions made at the monthly progress meetings;
       f) List of all problems and issues encountered, risks identified and status of resolution of each problem, issue, and risk---for example, a Corrective Action Plan for each problem, issue, and risk and a timeline for resolution;
       g) Planned tasks, deliverables, and milestones for the following two months;
       h) Status of contractually defined tasks, deliverables, and milestones scheduled in the Turnover Project Plan, including any baseline variances; and
       i) Any other information required by DHS.
   13. A lessons learned report.
   14. The Contract Closure Turnover Plan Deliverable shall be updated upon every system expansion effort and no less than annually.

2.4. 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. SELECTION PROCESS

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 and pricing. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet* and pricing included on the *Official Bid Price Sheet*.

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 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 of technical proposals, pricing will be opened for each responsible bidder. Evaluation Committee members will be afforded the opportunity to determine if pricing for each responsible bidder is unreasonable or unrealistic.

4. The final 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 Department.

C. TECHNICAL PROPOSAL SCORE.

1. The Information for Evaluation section has been divided into subsections.

2. In each sub-section, items/questions each have 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.

3. The Department 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	20	4%	28
E.2 Contract Initiation and Project Management	30	3%	21
E.3 Initial Duties at CSC Launch	10	12%	84
E.4 Understanding and Documenting State Business Practices and the Current Capabilities of the Beneficiary Call Line	10	3%	21
E.5 CSC System Requirements and Preferences	50	10%	70
E.6 Development, Deployment, and Operations of CSC System	45	15%	105
E.7 CSC System Maintenance and Operations	30	3%	21
E.8 Staffing, Training, and Operating the CSC	40	15%	105
E.9 Outbound Verification Center	30	5%	35
E.10 CSC Expansion	35	5%	35
E.11 Artificial Intelligence	10	10%	70
E.12 Attachment I – Key Personnel	25	4%	28
E.13 Attachment N – Requirements	95	1%	7
E.14 Data and Reporting	15	10%	70
Total Technical Score	**470**	**100%**	**700**

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

section.

B. 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

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

3.2. COST SCORE

A. When scores are applied to pricing, the maximum amount of cost points will be given to the proposal with the lowest grand total as shown on the *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)

B. The State reserves the right to determine that received costs from any vendor are unreasonable (too high for the requirements of the Solicitation) or unrealistic (too low to reflect the ability of the offeror to meet the requirements of the Solicitation). When it is determined by the State that pricing is potentially unrealistic or unreasonable, the State may request an offeror to clarify elements of pricing, and the offeror may be removed from consideration for a Solicitation, at the sole discretion of the State.

C. 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

3.3. ORAL PRESENTATION/DEMONSTRATION SCORE

A. Prospective Contractors determined to be reasonably susceptive of being awarded after the completion of the initial evaluation may be contacted to schedule an oral presentation/demonstration. Key staff proposed must be available to participate in the Demonstration/Oral Presentation, if requested.

B. Should DHS elect to hold oral presentation/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.

3.4. GRAND TOTAL SCORE

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

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

3.5. PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

A. Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.

B. The submission of a *Technical Proposal Packet* **shall** signify the Contractor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1. PAYMENT AND INVOICE PROVISIONS

A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.

B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.

C. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

D. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

F. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors must register on-line at vendor.ark.org.

4.2. GENERAL INFORMATION (NON-NEGOTIABLE)

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) calendar 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 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 Contactor 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. 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 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.

C. 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.

D. 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.

E. This RFP incorporates all terms in Attachment D – *General Terms and Conditions for Non-State Agency* and *Services Contract (SRV-1).* The former shall be given priority in case of conflict between the terms.

1. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.

2. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.

3. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

4.4. 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 Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. The performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of contract execution and within one calendar day of DHS request thereafter.

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.*

B. The Contractor hereby represents and warrants to the State that there are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over the Contractor or its properties, including but not limited to, the United States Bankruptcy Court as of the date on the Response Signature Page. Additionally, Contractor shall provide immediate written notice to the State of any proceeding or investigation (i) seeking to prevent the

consummation of any of the transactions contemplated by any resulting Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of any resulting Contract. The State reserves the right, at any time prior to the resulting contract's execution, to disqualify Prospective Contractor(s) and rescind contract award to an Awardee subject to proceedings or investigations that may materially and adversely affect Contractor's ability to perform its obligations under the contract if it deems it to be in the best interest of the State. The State's determination shall be final and controlling.

4.5. 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.

4.6. PRICE ESCALATION

A. Price increases may be considered at the time of contract renewal, but any request for an increase in rates must be submitted to DHS six (6) months prior to renewal with accompanying justification. Contractor must provide to DHS and its Office of Procurement (OP) a written request for the price increase. The request must include supporting documentation demonstrating that the increase in contract price is based on an increase in bid price including detailed information related to unforeseen circumstances not considered within the initial submitted bid price. A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. DHS shall have the right to require additional information pertaining to the requested increase.

B. Increases will not be considered to increase profit or margins.

C. DHS shall have the right to approve or deny the request.

D. Medicaid Enrolled Provider Rates. For any contractors who are also enrolled Medicaid providers, such rates and any changes thereto are governed by statutory approval protocols. As such, DHS cannot unilaterally increase approved said Medicaid rates through a contract amendment. See Ark. Code Ann. §§ 20-76-112 and 20-77-110.

4.7. 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.

4.8. CONTRACT INTERPRETATION

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

4.9. SEVERABILITY

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

4.10 COMMODITIES (NOTE: NOT APPLICABLE TO SOLICITATIONS STRICTLY FOR SERVICES)

A. **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.

B. **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.

C. **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.

D. **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.

E. **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.

F. **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 State 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.

G. **DELIVERY REQUIREMENTS**: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 5:00 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

H. **STORAGE**: The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.

I. **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 State 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 State 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.

J. **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.

K. **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.