



# STATE OF ARKANSAS

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

## **FINAL INVITATION FOR BID**

### BID SOLICITATION DOCUMENT

**Note:** Updates to this final IFB are designated by red font.

SOLICITATION INFORMATION			
Bid Number:	710-18-1000	Solicitation Issued:	April 5, 2018
Description:	Independent Verification and Validation Services for the Integrated Eligibility and Benefit Management Solution (IV&V for IE-BM)		
Agency:	ARKANSAS DEPARTMENT OF HUMAN SERVICES		
SUBMISSION DEADLINE FOR RESPONSE			
Submission Date:	May 31, 2018	Bid Opening Time:	10:00AM CDT
<p>Bids <b>shall not</b> be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time <b>shall</b> be considered late and <b>shall</b> be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off (walk in):	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 <sup>th</sup> Street, Slot W345 Little Rock, AR 72201		
Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address.			
Bid's Outer Packaging:	Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Vendor's name and return address</li></ul>		
Department of Human Services CONTACT INFORMATION			
OP Buyer:	Chorsie Burns	Buyer's Direct Phone Number:	501-682-6327
Email Address:	<a href="mailto:chorsie.burns@dhs.arkansas.gov">chorsie.burns@dhs.arkansas.gov</a>	DHS's Main Number:	501-682-1001
DHS Website:	<a href="http://humanservices.arkansas.gov/Pages/default.aspx">http://humanservices.arkansas.gov/Pages/default.aspx</a>		
OPS Website:	<a href="http://www.arkansas.gov/dfa/procurement/bids/index.php">http://www.arkansas.gov/dfa/procurement/bids/index.php</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

**1.1 PURPOSE**

This Invitation for Bid (IFB) is issued by Office of Procurement (OP) on behalf of Division of County Operations (DCO) to obtain a fixed-priced professional services contract for Independent Verification and Validation (IV&V) of the Integrated Eligibility and Benefit Management Solution (IE-BM) as it is designed, developed, and implemented across the state.

During the first two (2) months of the contract resulting from this IFB, the successful Bidder shall provide up to three (3) Consultants to facilitate knowledge transfer from the outgoing IV&V team. After this transition period, the incoming IV&V team is expected to include one (1) IV&V Lead supported by two (2) IV&V Subject Matter Experts (SMEs), with an option to add **one (1) additional IV&V SME and one (1) Testing SME** with advance approval by the Arkansas Department of Human Services (DHS).

**1.2 TYPE OF CONTRACT**

- A. A Term contract will be awarded to a single vendor.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- C. This is a multi-term contract and the initial contract period **shall** be for thirty-six (36) months. The state believes this time duration provides ample incentive to attract qualified vendors as well as be in the best interest of the State. The anticipated starting date for the contract is 7/01/2018. Upon mutual agreement, in writing, by the Contractor and agency, the contract may be renewed by OP on a year-to-year basis, without the necessity of resoliciting, for up to four (4) additional one-year terms or a portion thereof.
- D. The total contract term **shall not** be more than seven (7) years.

**1.3 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 State's buyer as shown on page one of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

**1.4 BID OPENING LOCATION**

Bids submitted by the opening time and date **shall** be opened at the following location:

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

Vendors wishing to attend the bid opening must report to the main entrance location, Arkansas Department of Human Services, Donaghey Plaza South Building, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist. All attendees are required to obtain security clearance upon entrance to the building by submitting a current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area. The Security Officer will issue a visitor's badge which must be worn at all times. Before leaving the bid opening visitors are required to return the visitor's badge to the Security Officer and retrieve their ID.

The receptionist is to contact the buyer, for the vendor, for more detailed directions to the bid opening location.

**1.5 DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, **shall** cause the vendor's bid to be disqualified.
- C. Vendor 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*. Vendor **must** clearly explain the

requested exception and should reference the specific solicitation item number to which the exception applies.  
(See *Agreement and Compliance Page*.)

## 1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words “bidder,” “vendor,” and “contractor” are used synonymously in this document.
- C. The terms “Invitation for Bid”, “IFB” and “Bid Solicitation” are used synonymously in this document.
- D. The following table translates each acronym and abbreviation used in this IFB.

Acronym	Translation
AR DHS	Arkansas Department of Human Services
CHIP	Children’s Health Insurance Program
CMS	Centers for Medicare and Medicaid Services
DCO	Division of County Operations
DDI	Design, Development, and Implementation
E&T	Employment and Training Program (supporting SNAP)
FFY	Federal Fiscal Year
HIPAA	Health Insurance Portability and Accountability Act of 1996
IE-BM	Integrated Eligibility and Benefit Management Solution
IFB	Invitation for Bids
IT	Information Technology
IV&V	Independent Verification and Validation
LIHEAP	Low Income Home Energy Assistance Program
MAGI	Modified Adjusted Gross Income
MEELC	Medicaid Eligibility and Enrollment Life Cycle
MEET	Medicaid Eligibility and Enrollment Toolkit
MITA	Medicaid Information Technology Architecture
O&M	Operations and Maintenance
OSP	Office of State Procurement
PMO	Project Management Office
RTM	Requirements Traceability Matrix
SDLC	Software Development Life Cycle
SI	System Integrator or Systems Integration
SNAP	Supplemental Nutrition Assistance Program (formerly “Food Stamps”)
SME	Subject Matter Experts
TANF	Temporary Assistance for Needy Families
TEA	Transitional Employment Assistance (for TANF)
UAT	User Acceptance Testing
WIC	Women, Infants and Children

## 1.7 RESPONSE DOCUMENTS

### A. Bid Response Packet

1. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.
2. Vendor’s signature on this page **shall** signify vendor’s agreement that either of the following **shall** cause the vendor’s bid to be disqualified
  - a. Additional terms or conditions submitted intentionally or inadvertently.
  - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

3. The following items **shall** be submitted with the *Bid Response Packet in a sealed envelope*.
  - a. EO 98-04 Disclosure Form (Attachment A).
  - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
  - d. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See *Minimum Qualifications*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**

B. Official Bid Price Sheet. (See *Pricing*.)

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, must be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Vendor must not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

**1.8 AGREEMENT AND COMPLIANCE PAGES**

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

**1.9 CLARIFICATION OF BID SOLICITATION**

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on **April 19, 2018**. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by AR 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 **May 3, 2018**.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

**1.10 SUBCONTRACTORS**

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate vendor'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*. **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

**1.11 PRICING**

- A. Vendor(s) **must** include all pricing on the Official Bid Price Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided in the *Bid Response Packet*.

- B. A justification of prices quoted should be attached to the *Official Bid Price Sheet*.
- C. To allow time to evaluate bids, prices **must** be valid for 120 days following the bid opening.
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. The Official Bid Price Sheet may be reproduced as needed.
- G. The *Official Bid Price Sheet* and accompanying price justification **must** be separately sealed from the *Bid Response Packet*.

#### 1.12 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint bid submitted by two (2) or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

#### 1.13 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the vendor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
  - The prices in the bid have been arrived at independently, without collusion.
  - 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 bid by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

#### 1.14 **PROPRIETARY INFORMATION**

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

- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. 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.

#### 1.15 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **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. Bids **must** be submitted only in 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. Vendor **must** provide clarification of any information in their response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

#### 1.16 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. 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.
- C. The vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:  
<http://www.arkansas.gov/dfa/procurement/bids/index.php>,  
<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>

#### 1.17 **AWARD PROCESS**

- A. Vendor Selection
  - 1. Award **shall** be made on an ALL OR NONE basis to the lowest responsive bidder. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
  - 2. Contract award, extension, or renewal is contingent upon approval by officials of AR DHS, subsequent approval by the AR DHS Office of Procurement, review by the Legislative Council and



the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both AR DHS and the Contractor.

**B. Negotiations**

1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

**C. Anticipation to Award**

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the following websites:  
[http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php)  
<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors 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. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

**D. Issuance of Contract**

1. Any resultant contract of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.
2. An Office of Procurement Official will be responsible for award and administration of any resulting contract.

**1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
  - African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

**1.19 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. EO Policies should be included as a hardcopy accompanying the solicitation response.

- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors 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.

#### **1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

#### **1.21 RESTRICTION OF BOYCOTT OF ISRAEL**

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

#### **1.22 PAST PERFORMANCE**

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

#### **1.23 TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
  - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
  - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
  - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
  - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.



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

#### **1.24 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The respondent’s solution must comply with the state’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://dis.publishpath.com/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

#### **1.25 VISA ACCEPTANCE**

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

#### **1.26 PUBLICITY**

- A. Vendors **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 vendor’s bid to be disqualified.

#### **1.27 RESERVATION**

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

**1.28 SCHEDULE OF EVENTS**

Public Notice of IFB	April 5, 2018
Deadline for Receipt of Written Questions	April 19, 2018
Response to Written Questions	May 3, 2018
Date and time for Opening Bids	May 31, 2018 @ 10:00am CDT
Intent to Award Announced, On or About	June 6, 2018
Contract Start, (Subject to State Approval)	July 1, 2018

**1.29 STATE HOLIDAYS**

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

New Year's Day	January 1
Dr. Martin Luther King 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 – MINIMUM REQUIREMENTS**

### **2.1 INTRODUCTION**

The Integrated Eligibility and Benefit Management Solution (IE-BM) is a new, integrated, and automated eligibility and work flow management solution that is being developed to replace Arkansas' legacy methods for managing eligibility for Medicaid and other human services programs that are administered by the Arkansas Department of Human Services (DHS). The legacy eligibility system is comprised of multiple modules, many of which are over twenty-five (25) years old and are unable to meet new Federal requirements. New Federal mandates approved by Congress in 2010 transformed how eligibility was calculated for many existing Medicaid recipients (those other than disabled adults and adults over sixty-five [65]), with a new process based on Modified Adjusted Gross Income and referred to as MAGI. These Federal mandates also required complicated automated workflows, system interfaces, and consumer-facing websites to simplify how consumers determine eligibility for Medicaid benefits.

When the IE-BM system is fully deployed, it is intended to manage a broad range of eligibility functions for MAGI Medicaid, traditional Medicaid, the Child Health Insurance Program (CHIP), the Supplemental Nutrition Assistance Program (SNAP), the Employment and Training Program (E&T) supporting SNAP, the Low Income Home Energy Assistance Program (LIHEAP), Child Care Assistance, Child Support Enforcement, Temporary Assistance to Needy Families (TANF), Arkansas' Transitional Employment Assistance (TEA), Women Infants and Children (WIC), and Veterans Services. The IE-BM functionality varies across these programs, but generally spans the functions of pre-screening, consolidating application data, qualifying eligibility, performing benefits management, performing case management, confirming redeterminations, handling changes of circumstances, and tracking overpayments to clients.

IV&V services provide independent verification that the new system is being developed per the project plan, and independent validation that the newly-developed system meets its functional requirements. To avoid conflicts of interest, these oversight services must be provided by personnel who were not involved in the planning, design, development, or implementation of the system. The IV&V team must be independent of both the software development vendor and the state agency sponsoring the project. The Federal government requires IV&V for the larger and more complex projects developed with federal funds as described in 45 CFR 307.15(b)(10)(ii).

The successful Bidder under this IFB must agree to follow the current Medicaid Eligibility and Enrollment Life Cycle (MEELC) and complete all IV&V portions of the Medicaid Eligibility and Enrollment Toolkit (MEET) checklists published at <https://www.medicaid.gov/medicaid/data-and-systems/meet/index.html>. The successful Bidder shall deliver the quarterly reports required and work with the state to review evidence, annotate review findings, and annotate resolutions in each of the MEET checklists.

DHS has already made a significant investment in implementing an eligibility determination solution that supports Modified Adjusted Gross Income (MAGI) Medicaid leveraging the IBM Cúram platform's Health Care Reform module. The original scope for Arkansas' eligibility determination system included MAGI Medicaid, Traditional Medicaid, and the Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps).

In 2015 AR DHS performed an assessment of the eligibility determination progress, and paused all implementation to assess the best approach for future work. The SNAP functionality had been developed at that point, but the 2015 assessment halted deployment of SNAP at the beginning of its User Acceptance Testing (UAT).

One of the key recommendations from the 2015 assessment was for Arkansas to contract with a single vendor who will provide system integration for the larger scope of multiple programs in the IE-BM. To provide flexibility for the future systems integrator who will finish building out the IE-BM, all deployment work remained halted pending the publication and award of the System Integrator (SI) RFP. Therefore, only the MAGI Medicaid functionality is currently in production at Arkansas.

The System Integrator (SI) RFP (# SP-17-0012) was released in May of 2017 and, as of March 2018, Arkansas is expecting to publish our anticipation to award this RFP by April 2018 and finalize the resulting contract by August 2018.

The SI selected may leverage the current IBM Cúram implementation for the new IE-BM scope, or that vendor may build out the IE-BM with some alternate technology. The SI will be responsible for:

- Design, Development, and Implementation (DDI) work on the IE-BM.
- Operations and Maintenance (O&M) of all IE-BM components after implementation.
- O&M for the existing IBM Cúram solution as long as it remains in production.

The successful Bidder on this IFB will provide IV&V services on all DDI work provided by the IE-BM System Integrator. The successful Bidder must demonstrate the ability to assign staff with the technical expertise required to perform IV&V services for a wide variety of eligibility and enrollment solutions, whether or not the planned solution includes IBM Cúram.

In 2016, the Federal Centers for Medicare and Medicaid Services (CMS) granted AR DHS authority to contract temporary IV&V services from the same vendor, Cognosante Consulting LLC - which currently staffs the AR DHS Project Management Office, until the IV&V services could be procured. These temporary IV&V services terminate soon, and Cognosante Consulting will not be bidding on this IFB. The key deliverables Cognosante Consulting provided during State Fiscal Year 2017 were the following:

- Monthly IV&V Assessment Report
- Monthly IV&V Report for the Governor's Office Information Technology Governance Committee

The successful Bidder of this IFB will provide these same deliverables, in addition to all other analyses, quarterly reports, reviews, and certifications required to achieve full compliance with the Medicaid Eligibility and Enrollment Life Cycle (MEELC) as defined in the current version of the MEELC Toolkit (MEET) published at <https://www.medicaid.gov/medicaid/data-and-systems/meet/index.html>

## **2.2 SERVICE DELIVERY LOCATION**

All services must be provided during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

## **2.3 MINIMUM QUALIFICATIONS**

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

- A. The Vendor must be bondable. As proof of meeting this qualification the Vendor must include a letter of bondability.
- B. The Vendor (Prime) must have annual revenue of at least ten million dollars (\$10M). As proof of meeting this qualification the Vendor must include a copy of their most recent independent audited financial statement.
- C. The Vendor's team (Prime and/or Subcontractor) must be able to perform IV&V of State IT systems that determine eligibility for multiple benefit programs such as: Medicaid, CHIP, SNAP, LIHEAP, TANF, WIC, and Veterans Services. For verification purpose, Vendor shall provide the following:
  - 1) At least three (3) past performance examples of similar functional services performed in other states within the past five (5) years. Services performed can include both contract and direct employment. For each referenced project, the vendor shall provide:
    - a) A description of the work performed;
    - b) The time period of the project or contract;
    - c) The staff months required; and
    - d) Project amount.
  - 2) Work history resumes for Vendor staff, which shall include relevant projects (past and current) that the each individual has supported for state human service programs such as Medicaid, CHIP, LIHEAP, SNAP, TANF, WIC, and Veterans Services. The resume for the proposed IV&V Lead shall not exceed six (6) pages. The resumes for Testing SME and IV&V SMEs shall not exceed four (4) pages per individual. The

work history resume submitted for the proposed IV&V Lead on this project must show past IV&V work on at least one (1) eligibility system that supported multiple benefit programs. Skills limited to single program eligibility will not be acceptable for this project. Resumes shall include the following information:

- a) Client organization names,
- b) Time periods worked,
- c) Role of the proposed individual within each project,
- d) A brief summary of the project scope,
- e) Names, positions, and current telephone numbers of persons who can provide information on the proposed individuals' performance on these projects,
- f) Years of experience working with eligibility systems for state human services programs,
- g) Years of experience providing IV&V services,
- h) Years of experience working with the primary respondent to this IFB,
- i) Years of experience working with any subcontractor of the primary respondent to this IFB,
- j) Formal education including degrees completed (Note: Formal education will not be substituted for experience.), and
- k) Any technical certifications that may be relevant to this project.

- D. The Vendor (Prime) must have an existing GSA Price Schedule published for their consulting services. The Vendor's schedule can be published as either GSA Schedule 70 "General Purpose Commercial Information Technology Equipment, Software, and Services" and Category 132.51 "Information Technology Professional Services"; or published as GSA Schedule 00CORP "The Professional Services Schedule (PSS)" and Category 874-7 "Integrated Consulting Services." As proof of meeting this qualification the Vendor must include a copy of their GSA Price Schedule.

## **2.4 SCOPE OF WORK**

The IV&V Contractor must perform its services and produce the required IV&V deliverables by the due dates presented in the AR DHS-approved IV&V project plan. In accordance with federal guidelines, each monthly IV&V report shall be submitted simultaneously to CMS and AR DHS. The report shall be submitted no later than 5:00 p.m. CT on the Friday of the first full week of the month following the reporting period. Also the report must follow the CMS template and guidance and be in a format approved by AR DHS. The content of the report must support all MEELC reviews. This report shall provide an independent assessment of the IE-BM system integration contractor's performance that evaluates how well that contractor applies best practices in project management and the System Development Life Cycle (SDLC) processes and work products. The format of each IV&V deliverable must be approved by AR DHS before delivery, and the quality of each IV&V deliverable must be approved by AR DHS before it is considered complete.

DHS shall provide hardware and software sufficient for project tracking, reporting, management, and production of IE-BM deliverables. The IV&V Contractor shall provide any/all specialized hardware or software required by the IV&V team.

### **A. Develop an Initial IV&V Project Plan**

1. Vendor shall provide an IV&V project plan for Arkansas Department of Human Services (DHS) approval in a format acceptable to AR DHS.
2. The IV&V project plan must include, but is not limited to each service item listed in the bid's section 2.4, "Scope of Work", items B through Q.
3. The initial IV&V project plan must identify the staffing resources Vendor will assign to each item, the estimated completion date for each item, and indicate any dependencies (predecessor or successor tasks) associated with each item.
4. The initial IV&V project plan must be delivered within thirty (30) calendar days of the contract's actual start date to allow the outgoing IV&V vendor sufficient time to review and provide feedback.

**B. Knowledge of AR DHS Functional Requirements**

1. Vendor shall make a formal presentation to AR DHS summarizing Vendor's understanding of the following:
  - The AR DHS program policies, procedures and manuals relevant to Integrated Eligibility and Benefit Management (IE-BM),
  - Health Insurance Portability and Accountability Act (HIPAA) standards for protecting sensitive patient data,
  - Medicaid Information Technology Architecture (MITA) requirements for integrating business and information technology,
  - Centers for Medicare and Medicaid Services (CMS) Medicaid Eligibility and Enrollment Life Cycle (MEELC) and Medicaid Eligibility and Enrollment Toolkit (MEET),
  - The CMS Expedited Life Cycle Process (XLC) for project oversight and execution,
  - The organizational structure of AR DHS and the Division of County Operations (DCO), and
  - Medicaid program statistical information including caseloads, claims volume, and prior authorization requests.
2. This presentation must be delivered within forty-five (45) calendar days of the contract's actual start date, and each member of the IV&V team must present a portion of the content.

**C. Knowledge of the Arkansas Integrated Eligibility and Benefit Management (IE-BM)**

1. Vendor shall make a formal presentation to AR DHS summarizing Vendor's understanding of the following:
  - The Medicaid system as implemented in Arkansas.
  - The intent and scope of work for Arkansas' IE-BM System Integrator RFP # SP-17-0012 as published at [http://www.arkansas.gov/dfa/procurement/bids/bid\\_info.php?bid\\_number=SP-17-0012](http://www.arkansas.gov/dfa/procurement/bids/bid_info.php?bid_number=SP-17-0012)
  - The current IE-BM system including its architecture and sub-systems,
  - Internal and external data interfaces with IE-BM,
  - The IE-BM reporting requirements,
  - DHS' current strategy for replacing legacy modules with IE-BM, and
  - Key stakeholder groups within the current AR DHS organizational structure.
2. This presentation must be delivered within sixty (60) calendar days of the contract's actual start date, and each member of the IV&V team must present a portion of the content.

**D. Monthly IV&V Assessments**

1. Vendor shall provide a monthly report on all Design, Development and Implementation (DDI) work provided by the IE-BM System Integrator. These monthly Independent Verification and Validation (IV&V) reports shall be submitted simultaneously to the CMS and the Arkansas Department of Human Services (DHS) as follows:
  - The report must be submitted no later than 5:00 p.m. Central Time (CT) on the Friday of the first full week of the month following the reporting period.
  - The report must follow the CMS template and guidance and be in a format approved by AR DHS.
  - The content of the report must support all MEELC reviews and the MEELC Quarterly Reports.
  - The report shall provide an independent assessment of the IE-BM system integration contractor's performance that evaluates how well that contractor applies best practices in project management, in system development life cycle (SDLC) processes, and in work products.

2. Each report shall include, but is not limited to:

- Overall Project Health Assessment,
- Project Management Assessment,
- Schedule Assessment,
- Modular Development Assessment,
- Artifact Assessments,
- Security Assessment,
- Risks Assessment, and
- Issues Assessment.

E. Information Technology Governance Committee Reports:

1. Vendor shall deliver, in a format approved by AR DHS, a monthly IV&V report for the Information Technology Governance Committee (ITGC) of the Governor's Office. This report shall be a condensed, executive summary of the monthly IV&V Assessment.
2. The ITGC report must be submitted no later than 5:00 p.m. CT on the Friday of the second full week of the month following the reporting period.

F. Document Transparency

Documentation of all IV&V procedures shall be clear and concise enabling future contractors to re-create the same reports if needed. Each IV&V document shall include without limitation the following document controls:

- **Revision History:** Identifying the version of the draft, the date the draft was submitted, deliverable point of contact/person making change, and a description of changes made.
- **Table of Contents:** A summary list of the major headings within the document and their page references.
- **List of Figures:** A listing of all figures and their page references.
- **List of Tables:** A list of all tables and their page references.
- **Referenced Documents:** A listing of other relevant documents, including the document name, and identifying numbers or codes, any web or SharePoint link, and issuance date
- **Decision Log:** Provides a summary of decision point and owners.
- **Assumptions/Constraints/Risks:** Describes any assumptions, constraints, and risks regarding the project that impact deliverables.
- **Acronyms:** A listing of all acronyms identified in the deliverable, their literal translations, and source.

G. IV&V Risk Report

Vendor shall develop and maintain a comprehensive report of all IE-BM project risks identified by the IV&V team in a format approved in advance by AR DHS.

1. The cumulative Risk Report shall be updated at least monthly, and shall be included with the monthly IV&V Assessments.
2. When new risks of high impact are detected, the appropriate Risk Report shall be updated and re-submitted within two (2) business days of the detection.
3. Risk Reports shall include, but are not limited to:
  - Sources of overall project risk,
  - Assessed severity and impact,
  - Analysis of which sources are the most important drivers of overall project risk,



- Plans for risk mitigation,
- The individual responsible for monitoring each risk, and
- Summary information including the number of risks open and closed, the number of risks distributed across categories, risk trends over time, and any risks that have progressed to issues within the month.

#### H. IV&V Issues Log

Vendor shall develop and maintain a comprehensive log of all IE-BM project issues identified by the IV&V team in a format approved in advance by AR DHS.

1. The Issues Log shall be included with the monthly IV&V Assessments.
2. When new issues of high or moderate impact are detected, the appropriate Issue Log shall be updated and re-submitted within two (2) business days of the detection.
3. The Issues Log shall include without limitation the following:
  - Issue type,
  - Who identified the issue and when,
  - Whether the Issue was previously anticipated in any Risk Report,
  - Description,
  - Impact and Priority,
  - Who is assigned to lead resolution of the issue,
  - Target resolution date,
  - Status, and
  - Final resolution.

#### I. Meetings and Interviews

1. Vendor shall continuously participate in ongoing project meetings and DDI deliverable walkthroughs, and conduct stakeholder interviews to understand the processes, procedures, and tools used in the IE-BM project environments.
2. A list of the meetings attended, and interviews conducted shall be included in the monthly IV&V Assessments.

#### J. Systems Development and Life Cycle Gate Reviews

Vendor shall participate in the state's Systems Development and Life Cycle (SDLC) gate reviews.

1. A list of the gate reviews completed shall be included in the monthly IV&V Assessments.
2. Vendor shall also supply any IV&V services that CMS may require to bring AR DHS into compliance with the CMS Expedited Life Cycle Process (XLC) for project oversight and execution.

#### K. Project Management Support

1. Vendor shall participate in the IE-BM requirements gathering and shall provide experienced staff to document the analysis results, their minimum acceptance criteria, and other relevant quality factors in a format approved in advance by AR DHS.

2. Vendor shall monitor and assess project management in areas including without limitation the following:
  - Progress against budget and schedule,
  - Risk management,
  - Inclusion of state goals/objectives and all federal E&E requirements in requests for proposal and contracts,
  - Adherence to the state's software development life cycle (SDLC),
  - Incorporation of the standards and conditions for Medicaid IT into design and development,
  - Reasonability, thoroughness, and quality of MITA self-assessment, concept of operations, information architecture, and data architecture,
  - Reflection of the state's MITA goals and plans into the IE-BM design and development,
  - Configuration management that is robust and includes state or developer configuration audits against configuration baseline,
  - Change management, and
  - Adherence to service level agreements.
3. The Vendor's evaluations of project management shall be included in the monthly IV&V Assessments.

L. Modular Development

1. Vendor shall monitor and assess modular development in areas including without limitation the following:
  - Completeness and reasonability of IE-BM concept of operations, architecture, and designs,
  - Accuracy of capture of interfaces and data sharing requirements with systems external to the IE-BM,
  - Viability and completeness of the data transition plan,
  - Traceability of requirements through design, development, and testing,
  - Adequacy of system security and privacy policies, plans, technical designs, and implementations,
  - Coverage and integrity of all system testing, including stress testing and testing of interfaces between modules and with external partner systems,
  - Capacity management, including consideration of future vendors' support and release plans for underlying databases, software, and hardware,
  - Adequacy of disaster recovery planning, and
  - Verification that adequate regression testing has been performed to confirm that replaced or enhanced modules do not adversely impact the current functionality and operation of the state's Medicaid Enterprise.
2. The Vendor's evaluations of modular development shall be included in the monthly IV&V Assessments.

M. IV&V Support for the CMS MEELC and MEET

1. Vendor shall follow the current Medicaid Eligibility and Enrollment Life Cycle (MEELC) and complete all IV&V portions of the Medicaid Eligibility and Enrollment Toolkit (MEET) published at <https://www.medicaid.gov/medicaid/data-and-systems/meet/index.html>.
2. CMS will designate each date for each MEELC milestone review session. All IV&V input required for these reviews shall be delivered to AR DHS in the CMS format no later than fourteen (14) calendar days before the milestone review session scheduled with CMS.
3. Vendor shall compile the Monthly IV&V Assessments into quarterly progress reports that objectively illustrate the strengths and weaknesses of the project and provide recommendations for correcting any identified weaknesses.

4. These “E&E IV&V Progress Reports” shall be submitted simultaneously to CMS and AR DHS not later than the fifteenth (15<sup>th</sup>) day of the month following the end of the Federal Fiscal Quarter (i.e. April 15, July 15, October 15, January 15) unless CMS designates otherwise.
5. Vendor shall work with AR DHS to review evidence, annotate review findings, and annotate resolutions in each of the MEET checklists. Vendor shall fill out the reviewer comment portion of the “Eligibility and Enrollment Checklists” and append them to the quarterly “E&E IV&V Progress Report”.

N. Ongoing IV&V Activities

1. The Vendor shall continuously deliver the following services:
  - Provide a document repository for all IV&V work products produced during this contract that includes reliable version control, and provides efficient records retrieval to the AR DHS staff.
  - Monitor and evaluate the System Integrator’s Quality Assurance processes.
  - Review and suggest any improvements required in the IE-BM change request process or the change request tracking system.
  - Verify and validate an approved, representative sample of unit test results for the program modules and processes before they are integrated and system tested. Ensure results of those unit tests are fully documented.
  - Verify and validate that in-depth, process-driven, and fully documented testing is being used to certify and demonstrate that the new IE-BM system is ready for User Acceptance Testing (UAT) prior to completion of the Integration and System Testing tasks.
  - Verify and validate an approved, representative sample of UAT results for the program modules and processes before release for production. Verify that high priority improvements identified in UAT tests are integrated into the production version of the IE-BM.
  - Conduct the initial assessments of data conversion plans, procedures, and software for each program that is migrating to IE-BM.
2. These services shall be delivered on an ongoing basis, with each instance delivered early enough to meet the deadlines for their successor tasks.

O. Optional IV&V Testing and Implementation

1. **At the request of DHS**, Vendor shall provide one (1) **additional** Subject Matter Expert (SME) who focuses on testing for implementation. That **“Testing SME”** shall analyze data conversion results, analyze integration/system test results, assess readiness for User Acceptance Testing (UAT), prepare a UAT validation strategy and plan, **lead writing of** the UAT plan, and document the UAT results.
2. The **optional Testing** SME shall also perform random sampling of test results documents and repeat those test scenarios to independently verify that the system performs according to the documented requirements.
3. **If this option is exercised, the Testing SME shall summarize** all test results **to AR DHS** at least weekly and make recommendations for corrective action to the IE-BM System Integrator.

P. CMS-requested Testing

1. The IV&V Vendor shall support the annual testing of eligibility systems that CMS requires per their specifications. CMS will provide the test scenarios and test data. The DDI contractor(s) will conduct the tests. The IV&V team shall perform the following:

- Review the DDI contractor's use of the CMS scenarios,
- Evaluate random samples from the daily test results,
- Review the final testing report before it is sent to CMS, and
- Report any issues or concerns with the testing quality to both the DDI contractor(s) and AR DHS within 48 hours of their discovery.

2. Vendor shall complete all the IV&V input required by CMS no later than twenty-one (21) calendar days before the final results are to be delivered to CMS.

Q. Update the IV&V Project Plan

The Vendor shall refine the initial IV&V Project Plan over time. At a minimum, this plan shall be reviewed, updated, and submitted to AR DHS for approval by May 15th of each year.

## 2.5 KEY PERSONNEL

A. The following positions shall be defined as key personnel:

- IV&V Lead,
- IV&V Subject Matter Expert, and
- Testing Subject Matter Expert.

B. The IV&V Lead named in the Vendor's proposal must be one hundred percent (100%) dedicated to this contract.

C. The Vendor must have at least one (1) team member on-site on the business days of the week for the duration of the contract.

D. Vendor must provide justification for any team member(s) who will support this project from remote offices, and explain what methods of communication, travel, and oversight will ensure the remote employee(s) perform their roles effectively.

E. Vendor shall commit to using the personnel identified in the contract and agree to AR DHS' right to approve proposed personnel changes during the term of the contract.

## 2.6 ORGANIZATION AND STAFFING

A. AR DHS shall provide the following staffing positions:

- Project Manager (serves as the primary contact)
- Subject Matter Experts (SMEs) familiar with the program.

B. During the transition period (first two (2) months of the contract), The Vendor shall provide the following staff positions without limitation:

- Up to three (3) Consultants

C. After the initial two (2) month transition period and for the duration of the contract, the vendor shall provide the following staff positions without limitation:

- One (1) IV&V Lead
- Two (2) IV&V SMEs

- D. The Vendor shall provide the following optional staff positions upon request by DHS and subject to Federal financial participation:
- One (1) Testing SME
  - One (1) additional IV&V SME
- E. Vendor shall provide a proposed organizational chart for AR DHS approval showing all proposed personnel by job title, lines of supervision, and indicating whether each person will be assigned full-time or part-time capacity to the IE-BM IV&V contract. The organizational chart must display the overall business structure.
- F. This chart shall be delivered to AR DHS within thirty (30) calendar days of the contract's actual start date.

## **2.7 PERSONNEL REQUIREMENTS**

- A. Vendor shall disclose to the AR DHS Project Manager any other projects or regular duties outside of the IE-BM IV&V work included in this IFB to which key personnel will be assigned, and shall indicate the time allocated for each project. Vendor shall not assign any projects or duties outside the scope of work for this IFB without the written consent of the AR DHS Project Manager.
- B. Vendor shall obtain AR DHS approval before replacing, reassigning or adding key personnel during the contract period. All replacement personnel must have skills that DHS agrees are equal to or superior to the individual(s) being replaced. Should a key personnel position be vacated, the Vendor must deliver to AR DHS resumes of the potential replacement candidates, and allow AR DHS the opportunity to interview and approve replacement(s) for the vacated position(s).
- C. Vendor shall change project personnel as requested by AR DHS and must provide AR DHS an opportunity to interview and approve potential replacement candidates.
- D. Vendor shall provide a staffing continuity plan for AR DHS approval within thirty (30) calendar days of the contract's actual start date that includes, but is not limited to the following topics:
- Vendor's policies and plans for maintaining continuity of personnel assignments throughout the performance of any contract resulting from this IFB.
  - Vendor's contingency plans to avoid and minimize the impact of any unexpected personnel changes.
  - Vendor' planned backup resources for key personnel.
- E. Due to security requirements, AR DHS will provide office space and desktop computers for the IV&V Contractor staff within the same office buildings used by AR DHS employees. The IV&V Contractor shall provide laptops, any other hardware, and any other software the Contractor deems necessary to support its work.

## **2.8 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 Based Contracting* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor 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 vendor 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 or termination of the contract.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure to as determined by the State, the insufficiency. The State may waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services or it is in the best interest of the State. 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, vendor shall follow the direction of the agency regarding the required compensation process.

**SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS**

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

**3.1 PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded to:  
*[Insert invoicing address]*
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor 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.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

**3.2 GENERAL INFORMATION**

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
  - The right to possession.
  - The right to accrued payments.
  - The right to expenses of deinstallation.
  - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. 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:



- 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
- The contract has required the State to carry insurance for such risk.

### 3.3 **CONDITIONS OF CONTRACT**

- A. The vendor **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 vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, AR 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.

### **ALL VENDOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES**

### 3.4 **STATEMENT OF LIABILITY**

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

### 3.5 **PERFORMANCE BONDING**

- A. The Contractor shall be required to obtain performance and payment bonds when necessary to protect the State's interest, as determined by the state.
- B. The following situations may warrant a performance bond:
1. The State's property or funds are to be provided to the contractor for using in performing the contract,
  2. Substantial progress payments are made before delivery of end items is complete, or
  3. The duties of the Contractor, if breached, could expose the State to liabilities.

- C. When it is determined that a performance bond is required, the Contractor shall obtain a performance bond as follows:
  - 1. The amount of the performance bonds shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State; and
  - 2. The State may require additional performance bond protection when a contract price is increased or modified.
- D. The Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.

### 3.6 **RECORD RETENTION**

- A. The vendor **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.

### 3.7 **PRICE ESCALATION**

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

### 3.8 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor'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.

### 3.9 **CONTRACT INTERPRETATION**

Should the State and vendor 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.

### 3.10 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of AR DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.

- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

### **3.11 SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** 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 **shall** be fully performed.

**SECTION 4 – STANDARD TERMS AND CONDITIONS**

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of 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.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of 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.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities, and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.  
  
Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this

assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.