



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

FINAL REQUEST FOR PROPOSAL

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

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION

Bid Number:	710-19-1021R	Solicitation Issued:	08/08/2019
Description:	Independent Verification and Validation Services for the Integrated Eligibility and Benefit Management Solution (IV&V for IEBM)		
Agency:	Arkansas Department of Human Services		

SUBMISSION DEADLINE FOR RESPONSE

Bid Submission:	09/24/ 2019 Central Time	Bid Opening:	09/24/2019 @ 2:00pm Central Time
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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 OP.

DELIVERY OF RESPONSE DOCUMENTS

Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Contractors assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging must 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">• Bid number• Date and time of bid opening• Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION

OP Buyer:	Chorsie Burns	Phone Number:	501-682-6327
Email Address:	chorsie.burns@dhs.arkansas.gov	OP's Main Number:	501-682-1001
DHS Website:	http://humanservices.arkansas.gov/Pages/default.aspx		
OPS Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		
DMS Website:	https://medicaid.mmis.arkansas.gov/General/Rfp/Rfp.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The Office of Procurement (OP) issues this Request for Proposal (RFP) on behalf of the Division of County Operations (DCO) to obtain proposals and a contract for Independent Verification and Validation (IV&V) of the Integrated Eligibility and Benefit Management Solution (IEBM) called the Arkansas Integrated Eligibility System (ARIES) as it is designed, developed, and implemented across the state.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single Contractor.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which will include Legislative Review.
- C. The term of this contract **shall** be for up to one (1) year. The anticipated starting date for the contract is 01/01/2020. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- D. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

The Office of Procurement, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 BID OPENING LOCATION

Proposals received 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

Contractors wishing to attend the bid opening must report to the main entrance of the Arkansas Department of Human Services, Donaghey Plaza South, 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 more detailed directions to the bid opening location.

1.5 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.)

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. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. “Contractor” means a person who sells or contracts to sell commodities and/or services.
- D. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.
- E. “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 agency using such a contract.

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
IEBM	Integrated Eligibility and Benefit Management Solution
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
RFP	Request for Proposal
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. 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.
2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)

- d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
- e. 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. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT), if applicable. (See *Technology Access*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

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

1. Contractor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
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". Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

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

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
 - a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. CDs are also acceptable.
 - 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. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

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

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 08/07/2019. 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 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 08/16/2019.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.10 PROPOSAL SIGNATURE PAGE

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

1.11 AGREEMENT AND COMPLIANCE PAGES

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

1.12 SUBCONTRACTORS

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

1.13 PRICING

- A. Contractor(s) shall include all pricing on the Official Price Bid Sheet only. Any cost not identified by the successful contractor but subsequently incurred to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet* is provided as a separate PDF file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." DO NOT submit ancillary information not related to actual pricing in the sealed pricing package.
- D. Contractor **must not** include pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.

- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.

1.14 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint proposal submitted by two or more contractors is acceptable. However, a single Contractor **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.

1.15 **INDEPENDENT PRICE DETERMINATION**

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

1.16 **PROPRIETARY INFORMATION**

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

1.17 CAUTION TO CONTRACTORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- 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 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. Contractor **must** provide clarification of any information in their response documents as requested by OP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Contractors may submit multiple proposals. Each proposal shall be submitted separately and must include all documents and information required under this RFP in order to advance to evaluation.

1.18 REQUIREMENT OF ADDENDUM

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

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<http://www.arkansas.gov/dfa/procurement/bids/index.php>
<https://medicaid.mmis.arkansas.gov/General/Rfp/Rfp.aspx>

1.19 AWARD PROCESS**A. Award Determination**

The Grand Total Score for each Contractor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the highest-ranking Contractors. 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 highest-ranking Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the DHS and OSP websites at:

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<http://www.arkansas.gov/dfa/procurement/bids/index.php>
<https://medicaid.mmis.arkansas.gov/General/Rfp/Rfp.aspx>

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 (14) day posting period.
3. OP **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
4. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. Issuance of Contract

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

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

- A. "Minority business enterprise" is defined by Arkansas Code Annotated § 15-4-303(3) as a business that is at least fifty-one percent (51%) owned by one (1) or more persons who are lawful permanent residents of the state of Arkansas and who are:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- B. "Women-owned business enterprise" is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of the state of Arkansas.
- C. The Arkansas Economic Development Commission conducts a certification process for minority and women-owned businesses as provided under the Minority and Women-Owned Business Economic Development Act, Arkansas Code Annotated § 15-4-301 et seq. The Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.21 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to the State is a one-time Requirement. 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. Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.22 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal

immigrants. If selected, the Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

- B. OSP will notify the selected contractor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the contractor(s) at that time.

1.23 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.24 PAST PERFORMANCE

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

1.25 TECHNOLOGY ACCESS

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

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

1.26 **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <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.

1.27 **VISA ACCEPTANCE**

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

1.28 **PUBLICITY**

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

1.29 **RESERVATION**

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

1.30 **DATA LOCATION**

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

1.31 **SCHEDULE OF EVENTS**

Public Notice of RFP	August 8, 2019
Deadline for Receipt of Written Questions	August 22, 2019
Response to Written Questions, On or About	September 3, 2019
Date and time for Opening Bid	September 24, 2019 @ 2:00pm CDT
Selection of Contractor, On or About	October 29, 2019
Intent to Award Announced, On or About	October 30, 2019

Contract Start, (Subject to State Approval)	January 1, 2020
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1.32 **STATE HOLIDAYS**

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

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
Veterans 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

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

2.1 INTRODUCTION

The Integrated Eligibility and Benefit Management Solution (IEBM) is a new, integrated, and automated eligibility and work flow management solution that is being developed to replace Arkansas' current solutions 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 (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 IEBM 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, formerly known as "Food Stamps"), 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 IEBM 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.

Independent Verification and Validation Services (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 current or new solutions. 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 RFP **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 made a significant investment in implementing an eligibility determination solution that supports 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 SNAP.

In 2015 DHS performed an assessment of the eligibility determination progress and paused all implementation to assess the best approach for future work. SNAP functionality had been developed at that point, but the 2015 assessment halted SNAP deployment 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 IEBM. To provide flexibility for the future systems integrator who will finish building out the IEBM, 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 SI RFP (# SP-17-0012) was released in May 2017, resulting in a contract by March 2019.

The selected SI is Deloitte Consulting LLP, who has proposed to build out the IEBM with some their NextGEN solution. The SI will be responsible for:

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

The successful Bidder on this RFP shall provide IV&V services on all DDI work provided by the IEBM 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 DHS authority to contract temporary IV&V services from the same vendor (Cognosante Consulting LLC - which currently staffs the DHS Project Management Office) until IV&V services could be procured. These temporary IV&V services terminate soon, and Cognosante Consulting will not be bidding on this RFP. 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 RFP will provide these same deliverables, in addition to all other analyses, quarterly reports, reviews, and certifications required to achieve full compliance with the MEELC as defined in the current version of the 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. Some services are also expected outside of normal state working hours, as ARIES project may necessitate, unless otherwise arranged and coordinated with the agency in advance. 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 minimum requirements in order to bid on this RFP:

- A. Vendor must submit a Letter of Bondability from an admitted Surety Insurer with its bid submission. The letter should unconditionally offer to guarantee to the extent of one-hundred percent (100%) of the contract price the bidder's performance in all respects of the terms and conditions of the RFP and the resultant contract.
- B. The Vendor (Prime) **must** have annual revenue of at least fifty million dollars (\$50M). As proof of meeting this requirement the Vendor **must** include a copy of their most recent, last three (3) fiscal years' Independent Auditor's Report and audited financial statements, including any management letters associated with the Auditor's Report with the applicable notes, OMB A-133 Audit (if conducted), balance sheet, statement of income and expense, statement of changes in financial position, cash flows and capital expenditures.
- C. The Vendors' team (Prime and/or Subcontractor) **must** be independent of both the software development vendor and the state agency sponsoring the project. These services must be provided by personnel who were not involved in the planning, design, development, or implementation of the system. By signing Section 2: "Vendor Agreement and Compliance" of the *Technical Response Packet*, Vendor certifies compliance with this requirement.
- D. The Vendor (Prime) **must** have experience with five (5) projects similar in size, complexity and scope to this RFP in the past five (5) years. One (1) project must have included traditional and modified adjusted gross income (MAGI) Medicaid eligibility and one (1) project must have included SNAP eligibility, case management and benefit issuance. As proof of meeting this requirement the Vendor (Prime) **must** submit with their proposal a detailed listing with the following information: Project name and brief detail of provided services, client name, client contact person(s) name, email address and current phone number of contact person(s), project timeframe and the projected amount.

- E. 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, including but not limited to: Medicaid, CHIP, SNAP, LIHEAP, TANF, WIC, and Veterans Services. For verification purpose, Vendor **shall** provide the following:

Work history resumes for all proposed Vendor Key Personnel, which **shall** include relevant projects (past and current) that 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 the proposed 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. 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 RFP.
- i. Years of experience working with any subcontractor of the primary respondent to this RFP.
- j. Formal education including degrees completed (Note: Formal education will not be substituted for experience).
- k. Any technical certifications relevant to this project.

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 DHS-approved IV&V project plan. In accordance with federal guidelines, each monthly IV&V report **shall** be submitted simultaneously to CMS and 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 DHS. The content of the report must support all MEELC reviews. This report **shall** provide an independent assessment of the IEBM 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 DHS before delivery, and the quality of each IV&V deliverable must be approved by DHS before being considered complete.

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

All provisions of this RFP and any resultant contract(s) shall be subject to approval by CMS.

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 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 P.
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 DHS Functional Requirements

1. Vendor Key Personnel **shall** make a formal presentation to AR DHS summarizing Key Personnel's understanding of the following:
 - a. The DHS program policies, procedures and manuals relevant to IEBM.
 - b. Health Insurance Portability and Accountability Act (HIPAA) standards for protecting sensitive patient data.
 - c. Medicaid Information Technology Architecture (MITA) requirements for integrating business and information technology.
 - d. Centers for Medicare and Medicaid Services (CMS) MEELC and MEET.
 - e. The CMS Expedited Life Cycle Process (XLC) for project oversight and execution.
 - f. The organizational structure of DHS and the DCO.
 - g. 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 IEBM

1. Vendor Key Personnel **shall** make a formal presentation to DHS summarizing Key Personnel's understanding of the following:
 - a. The Medicaid system as implemented in Arkansas.
 - b. The intent and scope of work for Arkansas' IEBM System Integrator RFP # SP-17-0012 as published at http://www.arkansas.gov/dfa/procurement/bids/bid_info.php?bid_number=SP-17-0012
 - c. The current IEBM system including its architecture and sub-systems.
 - d. Internal and external data interfaces with IEBM.
 - e. The IEBM reporting requirements.
 - f. DHS' current strategy for replacing legacy modules with IEBM.
 - g. Key stakeholder groups within the current 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 DDI work provided by the IEBM System Integrator. These monthly IV&V reports **shall** be submitted simultaneously to the CMS, the United States Department of Agriculture Food and Nutrition Service (FNS) and DHS as follows:
 - a. 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.
 - b. The report must follow the CMS template and guidance and be in a format approved by DHS.
 - c. The content of the report must support all MEELC reviews and the MEELC Quarterly Reports.
 - d. The report shall provide an independent assessment of the IEBM 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:
 - a. Overall Project Health Assessment.
 - b. Project Management Assessment.
 - c. Schedule Assessment.

- d. Modular Development Assessment.
- e. Artifact Assessments.
- f. Security Assessment.
- g. Risks Assessment.
- h. Issues Assessment.

E. Information Technology Governance Committee Reports:

1. Vendor **shall** deliver, in a format approved by 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 IEBM project risks identified by the IV&V team in a format approved in advance by 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:
 - a. Sources of overall project risk.
 - b. Assessed severity and impact.
 - c. Analysis of which sources are the most important drivers of overall project risk.
 - d. Plans for risk mitigation.
 - e. The individual responsible for monitoring each risk.
 - f. 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 IEBM project issues identified by the IV&V team in a format approved in advance by 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:
 - a. Issue type.
 - b. Who identified the issue and when.
 - c. Whether the Issue was previously anticipated in any Risk Report.
 - d. Description.
 - e. Impact and Priority.
 - f. Person assigned to lead resolution of the issue.
 - g. Target resolution date.
 - h. Status.
 - i. 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 IEBM 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 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 DHS into compliance with the CMS XLC for project oversight and execution.

K. Project Management Support:

1. Vendor **shall** participate in the IEBM 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 DHS.
2. Vendor **shall** monitor and assess project management in areas including without limitation the following:
 - a. Progress against budget and schedule.
 - b. Risk management.
 - c. Inclusion of state goals/objectives and all federal Eligibility and Environment (E&E) requirements in requests for proposal and contracts.
 - d. Adherence to the state's SDLC.
 - e. Incorporation of the standards and conditions for Medicaid IT into design and development.
 - f. Reasonability, thoroughness, and quality of MITA self-assessment, concept of operations, information architecture, and data architecture.
 - g. Reflection of the state's MITA goals and plans into the IEBM design and development.

- h. Configuration management that is robust and includes state or developer configuration audits against configuration baseline.
- i. Change management.
- j. 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:

- a. Completeness and reasonability of IEBM concept of operations, architecture, and designs.
- b. Accuracy of capture of interfaces and data sharing requirements with systems external to the IEBM.
- c. Viability and completeness of the data transition plan.
- d. Traceability of requirements through design, development, and testing.
- e. Adequacy of system security and privacy policies, plans, technical designs, and implementations.
- f. Coverage and integrity of all system testing, including stress testing and testing of interfaces between modules and with external partner systems.
- g. Capacity management, including consideration of future vendors' support and release plans for underlying databases, software, and hardware.
- h. Adequacy of disaster recovery planning.
- i. 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 MEELC and complete all IV&V portions of the 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 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 identified weaknesses.
- 4. These E&E IV&V Progress Reports **shall** be submitted simultaneously to CMS and DHS not later than the fifteenth (15th) day of the month following the end of a Federal Fiscal Quarter (i.e. April 15, July 15, October 15, January 15) unless CMS designates otherwise.
- 5. Vendor **shall** work with 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 E&E 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:
 - a. 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 DHS staff.
 - b. Monitor and evaluate the System Integrator's Quality Assurance processes.
 - c. Review and suggest any improvements required in the IEBM change request process or the change request tracking system.
 - d. 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.
 - e. Verify and validate that in-depth, process-driven, and fully documented testing is being used to certify and demonstrate that the new IEBM system is ready for UAT prior to completion of the Integration and System Testing tasks.
 - f. 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 IEBM.
 - g. Conduct the initial assessments of data conversion plans, procedures, and software for each program that is migrating to IEBM.
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. 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:
 - a. Review the DDI contractor's use of the CMS scenarios.
 - b. Evaluate random samples from the daily test results.
 - c. Review the final testing report before it is sent to CMS.
 - d. Report any issues or concerns with the testing quality to both the DDI contractor(s) and DHS within forty-eight (48) hours of their discovery.
2. Vendor shall complete the IV&V inputs required by CMS no later than twenty-one (21) calendar days before final results are delivered to CMS.

P. 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 DHS for approval by May 15th of each year.

Q. United States Food and Drug Administration FNS Requirements

The Vendor **shall** comply with the requirements outlined in Appendix A: FNS Required Federal Provisions.

2.5 KEY PERSONNEL

- A. The following positions shall be defined as key personnel:
 1. IV&V Lead
 2. IV&V Subject Matter Experts
- B. The IV&V Lead named in the Vendor's proposal **must** be one hundred percent (100%) dedicated to this contract.

- C. At least one (1) of the IV&V team members **must** be on-site from 8:30 a.m. to 5:00 p.m. CT Monday through Friday except for state holidays listed in Section 1.32, or other mutually-agreed upon times, 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. All costs associated with remote work and travel will be the responsibility of the Vendor.
- E. Vendor **shall** commit to using the personnel identified in the contract and agree to DHS' right to approve proposed personnel changes during the term of the contract.
- F. The Vendor **shall** provide additional IV & V team members upon request by DHS and subject to Federal Financial Participation

2.6 **STAFFING**

- A. DHS **shall** provide the following staffing positions:
 - 1. Project Manager (serves as the primary contact).
 - 2. Subject Matter Experts (SMEs) familiar with the program.
- B. The Vendor **shall** provide a proposed organizational profile 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 IEBM IV&V contract. The organizational profile **must** display the overall business structure. Such as the following:
 - Company Name
 - Name of Parent Company (if applicable)
 - All Proposed Personnel by Job Title
 - Lines of Supervision
 - Number of Full Time Employees
 - Number of Years in Business
 - Number of Years Vendor (Prime) has been providing the type of services specified in the RFP
 - Number of Employees providing the type of services specified in the RFP
 - Headquarters in the USA
 - Locations in the USA
 - Office Servicing this account location

The above information shall be duplicated in its entirety for each proposed subcontractor(s) and must be included with the Vendor's (Prime) proposal.

- C. A final organizational chart for the IV & V project **shall** be delivered to DHS for DHS approval within thirty (30) calendar days of the contract's actual start date.

2.7 **PERSONNEL REQUIREMENTS**

- A. Vendor **shall** disclose to the DHS Project Manager any other projects or regular duties outside of the IEBM IV&V work included in this RFP 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 RFP without the written consent of the DHS Project Manager.
- B. Vendor **shall** obtain DHS approval before replacing, reassigning or adding key personnel during the contract period. All replacement personnel **must** have skills 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 DHS resumes of potential replacement candidates and allow DHS the opportunity to interview and approve replacement(s) for the vacated position(s).

- C. Vendor **shall** change project personnel as requested by DHS and **must** provide DHS an opportunity to interview and approve potential replacement candidates.
- D. As part of Vendor's response to this RFP, Vendor **shall** provide a staffing continuity plan that includes, but is not limited to the following topics:
 - 1. Vendor's policies and plans for maintaining continuity of personnel assignments throughout the performance of any contract resulting from this RFP.
 - 2. Vendor's contingency plans to avoid and minimize the impact of any unexpected personnel changes.
 - 3. Vendor's planned backup resources for key personnel.
- E. A final staff continuity plan **shall** be submitted to DHS for DHS approval within thirty (30) calendar days of the contract's actual start date, and which shall include the topics listed in Section 2.7 (D) above.
- F. Due to security requirements, DHS will provide office space and desktop computers for the IV&V Contractor staff within the same office buildings used by DHS employees and Vendor staff. 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 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 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 interests 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 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 interests 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 – CRITERIA FOR SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

- A. OP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings in a consensus scoring meeting. At this consensus scoring meeting, each evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
 3. After committee members have had an opportunity to discuss the scores recorded on the preliminary Individual Score Worksheet with the group, the individual committee members will be given the opportunity to adjust the score contained on the initial Individual Score Worksheet, if they feel that is appropriate.
 4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal. For purposes of scoring, only the final scores of the evaluators reflected on the Consensus Score Sheet will be used. Each evaluator shall sign the Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.
 5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into sub-sections.
1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
 2. The agency has assigned Weighted Percentages to each sub-section according to its significance.
 3. The Financial Disclosure section points will be added to the final subtotal score to arrive at the total.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible
Technical Solutions and Scope of Work	30
Background and Qualifications	30
Project Organization, Staffing, and Key Personnel	25
Technical Score Total	80

Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
30%	210
30%	210
40%	280
100%	700

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

$$(A/B) \times C = D$$

A = Actual Raw Points received for sub-section in evaluation

B = Maximum Raw Points possible for sub-section

C = Maximum Weighted Score possible for sub-section

D = Weighted Score received for sub-section

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

- F. Technical Proposals that do not receive a minimum weighted score of four hundred fifty (450) **shall not** move forward in the solicitation process. The pricing for proposals which do not move forward **shall not** be opened or scored.

3.2 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the Contractor 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 amount of cost points given to the remaining contractors 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 **GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The 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

3.4 **CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

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

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:

*Arkansas Department of Human Services
PO Box 8068
Accts Payable / Slot W406
Little Rock, AR 72203-8068*

- 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 Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. 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.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

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

- I. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
 1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 2. The contract has required the State to carry insurance for such risk.

4.3 **CONDITIONS OF CONTRACT**

- A. The Contractor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The Contractor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G.

4.4 **STATEMENT OF LIABILITY**

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

4.5 **PERFORMANCE BONDING**

- A. The Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
 1. The amount of the performance bonds **shall** be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State.
 2. The State **shall** require additional performance bond protection when a contract price is increased or modified.

3. The performance bond **must** be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) days of contract execution.
 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.
- B. 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.

4.6 **RECORD RETENTION**

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

4.7 **PRICE ESCALATION**

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

4.8 **CONFIDENTIALITY**

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

4.9 **CONTRACT INTERPRETATION**

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

4.10 **CANCELLATION**

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

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

4.11 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

Do not provide responses to items in this section.

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

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