



Business (check one):	Designation	Individual *	Sole Proprietorship *	Public Service Corp *
		Partnership *	Corporation *	Government/ Nonprofit *

GENERAL DESCRIPTION:	Navigator Program System Provider
TYPE OF CONTRACT:	Term
BUYER:	Camber Thompson
AGENCY P.R. NUMBER	Offline
MATERIAL GROUPS	20800, 20900, 91829

INVOICE TO:  
Arkansas Insurance Department  
Attn: Cynthia Crone  
1200 W. 3<sup>rd</sup> St.  
Suite 201  
Little Rock, AR 72201

F.O.B:  
As specified on P.O.

**1. MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American\_\_\_ Hispanic American\_\_\_ American Indian\_\_\_ Asian American\_\_\_  
Pacific Islander American\_\_\_ Service Disabled Veteran\_\_\_

Arkansas Minority Certification Number\_\_\_\_\_

**2. EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

**3. ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at:  
<https://www.ark.org/dfa/immigrant/index.php/user/login>.

**4. TECHNOLOGY ACCESS:** The Vendor shall at all times comply with the provisions of Arkansas Code Annotated § 25. 26. 201 et seq., which expresses the policy of the State of Arkansas to provide individuals who are blind or visually impaired with access to information technology purchased in whole or part with state funds. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with the State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to the State of Arkansas 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:

- Providing equivalent access for effective use by both visual and non-visual means;

- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

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.

These specifications do not prohibit the purchase or use of an information technology product that does not meet these standards if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually.

**5. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM:** The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: [www.dis.arkansas.gov/poli\\_stan\\_bestpract/policies.htm](http://www.dis.arkansas.gov/poli_stan_bestpract/policies.htm). Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

**6. ALTERATION OF ORIGINAL RFP DOCUMENTS:** The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

**7. REQUIREMENT OF ADDENDUM:** THIS RFP MAY BE MODIFIED ONLY BY ADDENDUMS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Vendors are cautioned to ensure they have received or obtained and responded to any and all addendums to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

**8. DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

**9. ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

**10. ANTICIPATION TO AWARD:** After complete evaluation of the bid, the anticipated award will be posted on the OSP website (<http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx>) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).

**11. PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-230 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of either a written or electronic report, VPR, memo, file or any other appropriate authenticated notation of performance to the vendor files.

**12. VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

**13. OUTSTANDING TAX LIABILITY:** Bidders must disclose the existence, as of the date of bid submission, of any unsatisfied lien, certificate of indebtedness, certificate of assessment, writ of execution, writ of garnishment, business closure order, civil action, or other indication of delinquency against Bidders for any outstanding tax liability owed by Bidders to any state taxing authority. Bidders acknowledge that a search of public records may be conducted to discover the existence of any unsatisfied tax assessments. Bidders further acknowledge that any unsatisfied liens, certificates of indebtedness, certificates of assessment, writs of execution, writs of garnishment, business closure orders, civil action, or other indication of delinquency for any outstanding tax liability owed by Bidders may result in Bidders being deemed non-responsible and their bids rejected.

**14. EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms posted with this bid.

## SECTION 1: GENERAL INFORMATION FOR BIDDERS

### 1.0 INTRODUCTION

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Insurance Department (AID) to obtain pricing and a contract for delivering, installing and configuring a comprehensive State-wide Navigator Program system.

### 1.1 ISSUING AGENCY

The State Procurement Official is the sole point of contact in the State of Arkansas. Vendor(s) questions regarding RFP related matters should be addressed to Camber Thompson at 501- 683-0084.

### 1.2 CAUTION TO BIDDERS

1. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.
2. Vendor(s) **must** submit one (1) signed original technical proposal on or before the date specified on page one of this RFP.
3. Vendor(s) **must** also submit one (1) original "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet within the technical proposal, including the CD or flash drive. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.**
4. The vendor(s) should submit five (5) complete copies (marked copy) of the signed RFP technical proposal response, and six (6) electronic versions of the technical proposal response, preferably in MS Word/Excel format, on CD or flash drive.
5. The vendor(s) should submit one (1) electronic version of the "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet within the technical proposal copies, including the CD or flash drive. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing.**
6. Failure to submit the required number of copies with the proposal may be cause for rejection.
7. If the Office of State Procurement requests additional copies of the proposal, they **must** be delivered within twenty-four (24) hours of request.
8. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract **must** have signed the proposal.
9. All official documents and correspondence **shall** be included as part of the resultant contract.
10. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
  - a. Failure of the vendor(s) to submit his proposal(s) on or before the deadline established by the issuing office.
  - b. Failure of the vendor(s) to respond to a requirement for oral/written clarification, presentation, or demonstration.
  - c. Failure to sign an Official RFP Document.
  - d. **Failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal.**
  - e. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
  - f. Failure of any proposed system to meet or exceed the specifications.

### 1.3 TYPE OF CONTRACT

The term of the contract **shall** be for one (1) year with the option to renew six (6) additional time(s) in one (1) year increments or a portion thereof upon mutual agreement.

### 1.4 TERMS AND CONDITIONS OF PROPOSAL

All invoices **shall** be forwarded in duplicate to the: Arkansas Insurance Department, Attn: Cynthia Crone, 1200 W. 3<sup>rd</sup> St. Suite 201, Little Rock, AR 72201.

The Invoice, Invoice Remit, and Summary **must** be delivered via paper at no cost to the State. Invoice(s) **shall** be mailed to AID and **must** include an itemized list of charges.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any component or service of the system. Payment for the services will be made based upon completion of each phase as described in Section 3. Payment for non-Services will be made based upon delivery and acceptance of the material. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' 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.

#### **1.5 RFP FORMAT**

Any statement in this document that contains the word “**must**” or “**shall**” or “**will**” means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent will cause the proposal to be rejected. **It is recommended that bidder(s) respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response **must** not constitute the entire response and vendor(s) **must** identify the specific page and paragraph being referenced.

#### **1.6 SEALED PRICES**

The Official Proposal Price Sheet submitted in response to this RFP **must** be submitted separately sealed from the technical proposal response. Bidder(s) **must** include all pricing information on the Official Price Proposal Sheet and must clearly mark said page(s) as pricing information. The electronic version of the Official Proposal Price Sheet **must** also be sealed separately from the electronic version of the technical proposal.

#### **1.7 PROPRIETARY INFORMATION**

Proprietary information submitted in response to this (RFP) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (RFP) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the vendor(s) to identify all proprietary information. **The vendor(s) must submit one complete copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor(s) is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. **The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor(s). If you do not send a redacted copy your entire proposal will be open to public inspection with the exception of financial data (other than pricing).** If the State of Arkansas deems redacted information to be subject to the FOIA the vendor(s) will be contacted prior to sending out the information.

#### **1.8 RESERVATION**

This RFP does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for equipment or services.

#### **1.9 CLARIFICATION OF RFP AND QUESTIONS**

If additional information is necessary to enable bidder(s) to better interpret the information contained in the RFP, written questions will be accepted until **11:30 AM CDT, March 23, 2012**. Submit questions to Camber Thompson at [camber.thompson@dfa.arkansas.gov](mailto:camber.thompson@dfa.arkansas.gov). Bidder(s) questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted to the OSP website by the close of business, **April 3, 2012**. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at bidder(s) risk.

#### **1.10 PRIME CONTRACTOR RESPONSIBILITY**

The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all services and support.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

### **1.11 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS**

Vendor(s) may, at the discretion of the evaluation committee, make oral and/or written presentations to comply with the requirement.

The RFP evaluation committee chairperson will schedule the time and location for each demonstration or presentation. All presentations are subject to be recorded.

All expenses associated with the initial demonstration except travel, meals, and lodging for State personnel, will be borne by the vendor(s).

### **1.12 CONTRACT INFORMATION**

- A. The State of Arkansas may not contract with another party:
  - 1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
  - 2. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
  - 3. Upon default, to pay all sums to become due under a contract.
  - 4. To pay damages, legal expenses or other costs and expenses of any party.
  - 5. To continue a contract once the equipment has been repossessed.
  - 6. To conduct litigation in a place other than Pulaski County, Arkansas
  - 7. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should:
  - 1. Remove any language from its contract which grants to it any remedies other than:
    - a. The right to possession.
    - b. The right to accrued payments.
    - c. The right to expenses of deinstallation.
    - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
    - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
  - 2. Include in its contract that the laws of the State of Arkansas govern the contract.
  - 3. Acknowledge that contracts become effective when awarded by the State Procurement Official.
- C. The State of Arkansas may contract with another party:
  - 1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
  - 2. To lease any hardware or software for a period of time which continues past the end of a fiscal year provided that in the event funds are not appropriated for the equipment/software described in the contract, the State Procurement Official may, upon 30 days written notice to the vendor/lessor, cancel the contract regarding that equipment/software for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment/software described in the contract, the State Procurement Official may upon 30 days written notice to the vendor/lessor, cancel the contract as to that equipment/software for which there are no funded appropriations from which payment can be made for the equipment/software.

### **1.13 TERMINOLOGY**

The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point or item in question as indicated in "Clarification of RFP". The words "bidder," "vendor," and "proposer" are used as synonyms in this document. Other terms include:

**ACA** – Affordable Care Act

**AID** – Arkansas Insurance Department

**CCIIO** – Center for Consumer Information and Insurance Oversight

**CMS** – Center for Medicare and Medicaid Services

DHHS – U. S. Department of Health and Human Services

FFE – Federally-Facilitated Exchange

OSP – Office of State Procurement

#### **1.14 CONDITIONS OF CONTRACT**

The successful vendor **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder **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 a representative, or subcontractor of the successful bidder.

#### **1.15 STATEMENT OF LIABILITY**

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction or theft of contractor-owned equipment, software or technical literature to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability for equipment, software and technical literature. At no time will the State be responsible for or accept liability for any vendor owned items.

#### **1.16 AWARD RESPONSIBILITY**

The State Procurement Official will be responsible for award and administration of any resulting contract.

#### **1.17 PUBLICITY**

News release(s) by a vendor(s) pertaining to this RFP or any portion of the project **shall** not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor(s) proposal. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is complete.

#### **1.18 INDEPENDENT PRICE DETERMINATION**

By submission of this proposal, the bidder(s) certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from, or given to, a competitive company.
2. If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all bidder(s) **shall** understand that this paragraph may be used as a basis for litigation.

#### **1.19 COST**

All charges **must** be included on the Official Proposal Price Sheets, **must** be valid for 120 days following RFP opening, and **shall** be included in the costing evaluation. **Bidder(s) must include ALL pricing information on the Official Price Proposal Sheet ONLY and must clearly mark said page(s) as pricing information. The original, copies, and electronic versions of the Official Proposal Price Sheet must be sealed separately from the original, copies, and electronic version of the technical proposal.**

#### **NOTE:**

- 1) The State will not be obligated to pay any costs not identified on the Official Proposal Price Sheet.
- 2) Any cost not identified by the successful bidder but subsequently incurred in order to achieve successful operation will be borne by the bidder.
- 3) Official Proposal Price Sheets may be reproduced as needed.
- 4) Vendor(s) may expand items to identify all proposed equipment, software, and services. **A separate listing, which must include pricing, may be submitted with the "Official Proposal Price Sheet" ONLY.**

**THE ACCOMPANING EXCEL FILE CONTAINS THE OFFICIAL PRICE SHEETS.**

#### **1.20 PROPOSAL EVALUATION**

OSP will evaluate all proposals to ensure all requirements are met. Proposals meeting the mandatory requirements will then be evaluated by AID for Technical scoring. After the technical evaluation is completed the pricing evaluation will be completed by OSP and the Cost score will then be totaled with the Technical score to determine the Overall Total Score for each vendor. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

**1.21 CANCELLATION**

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

**1.22 DELEGATION AND/OR ASSIGNMENT**

The vendor **shall** not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor **shall not** delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

**1.23 CONFIDENTIALITY**

The vendor **shall** be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

**1.24 ADDITIONAL REQUIREMENTS (LICENSE AGREEMENTS/SLA'S)**

The State **shall not** accept any license agreements or service level agreements that must be signed prior to award of this contract.

**1.25 NEGOTIATIONS**

As provided in this request for proposal and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

## SECTION 2: SPECIFICATIONS

### 2.0 **PROJECT CONCEPT**

The Arkansas Insurance Department (AID) is seeking proposals from vendors to assist in addressing a new grant program related to ACA, the Affordable Care Act. The successful vendor **shall** install a system that **must** be accessible via the web that will be used throughout the State of Arkansas.

AID will make Navigator grant determinations based on five major considerations: relationships with targeted consumers, consumer safety, grantee financial security, organizational structure and training/service capacity. The software used to manage the Navigator Program in Arkansas **must** manage three functions concurrently (See Section 2.2): grant applications, grantee operations and Certified Navigator training/certification.

### 2.1 **BACKGROUND**

The Affordable Healthcare Act requires the development of Health Benefits Exchanges (Exchanges). Exchanges are State-specific competitive marketplaces where individuals and small businesses can:

1. Find health plan information
2. Make health plan comparisons
3. Determine if they are eligible for subsidies and other cost reductions
4. Apply for coverage in a form that they can understand
5. Enroll in Medicaid or a private plan of their choice

The State has made the determination that the best solution to meet their needs is to leverage the CMS Federally-facilitated Exchange (FFE) efforts (currently under development) with State-operated core Exchange functions of Consumer Assistance and Plan Management to implement a FFE-Partnership Model in Arkansas.

The Exchange stores and presents large amounts of industry-specific information from a variety of sources that are essential for making intelligent healthcare purchasing decisions. To facilitate the decision-making processes, trained consumer-oriented individuals known as Navigators, will be available to assist individuals and small businesses by:

1. facilitating enrollment in Medicaid or a private health plan that best fits their needs
2. providing post-enrollment services including connecting the consumer with complaints resolution or appeals processes

Grants are awarded to organizations for training and rendering Navigator services to consumers. Individuals functioning as Navigators will be associated with these grant-funded organizations. Consumer Assistance functions of the FFE are critical to Exchange success and sustainability and include Outreach and Education, Consumer Complaint Resolution, and the Navigator Program. The Information Technology needed to support establishment of the Navigator Program is the focus of this RFP. A separate RFP addresses development of the Navigator Program.

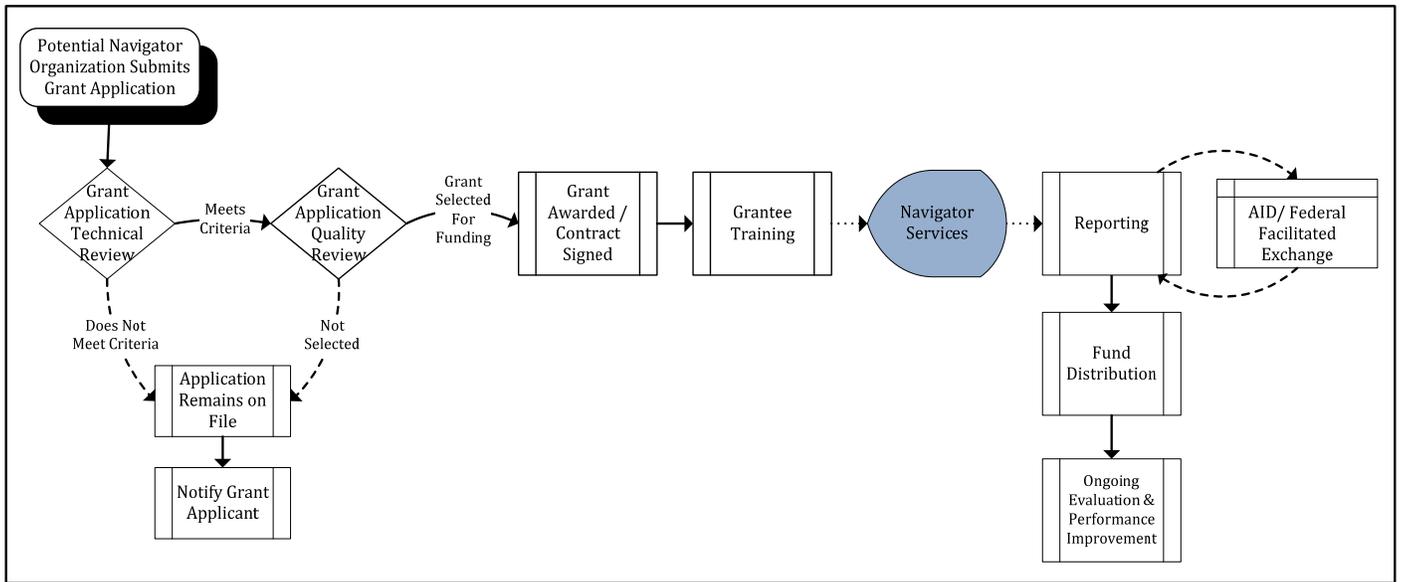
The ACA outlines funding requirements, eligibility criteria, duties, and standards for Navigators. Navigator services will be funded through grants from the operational funds of the Exchange (ACA §1310 (i) (6)). In order to be eligible for Navigator grant funding, organizations must demonstrate existing relationships (or the ability to readily establish relationships) with employers, employees, consumers (including the under- and uninsured), and self-employed individuals (ACA §1310 (i)(2)).

The Navigator Program will award grants to qualified entities, such as professional organizations, community non-profits, chambers of commerce, unions, Small Business Administration partners, licensed insurance agents, etc. The ACA requires Navigators to perform the following duties (ACA §1310 (i) (3)):

1. Conduct public education activities to raise awareness of coverage available in the Exchange (qualified health plans);
2. Distribute fair and impartial information concerning enrollment in qualified health plans, and the availability of premium tax credits and cost-sharing reductions;
3. Facilitate enrollment in qualified health plans;
4. Provide referrals to the consumer assistance program or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
5. Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange.

### 2.1.1 GRANT APPLICATION PROCESS AND OPERATIONS

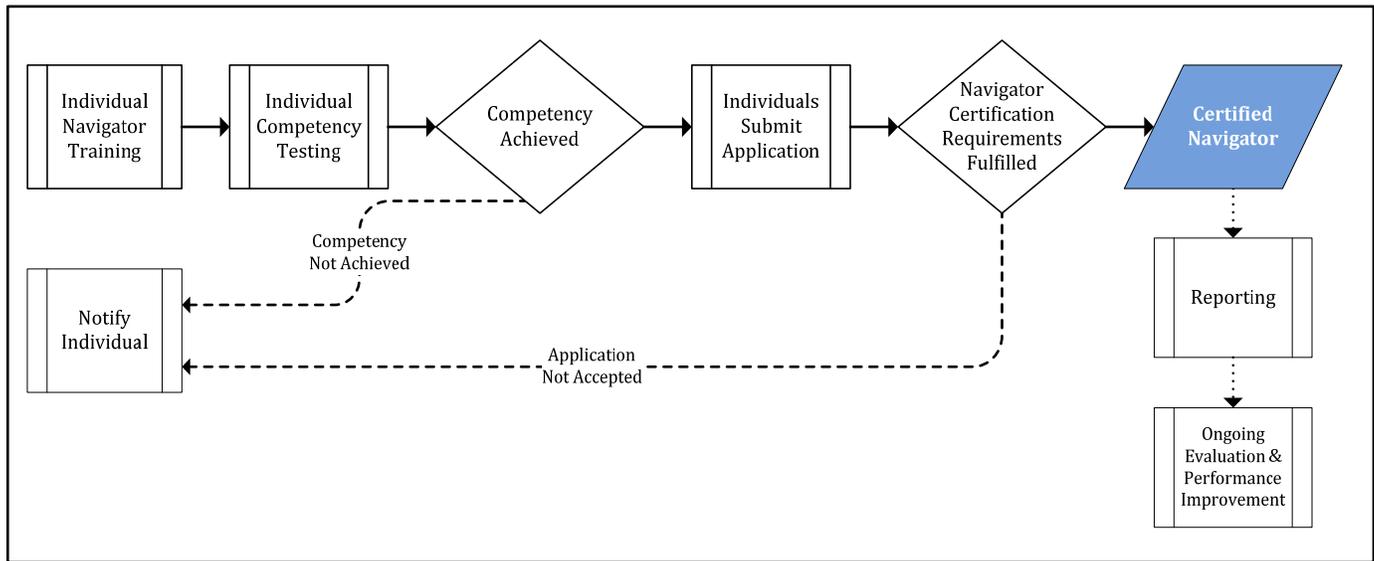
Any entity can submit a grant request to the Arkansas Insurance Department, or other entity serving the Consumer Assistance Functions for the FFE Partnership, for consideration to be a Navigator Organization.



1. Grant applicants must apply online. The grant application will consist of a number of questions to determine whether and how applicants meet the eligibility standards for the Arkansas Navigator Program.
2. Upon receipt of applications, submitted data will be compared to the minimum standards required for consideration as a Navigator Program Grantee Organization. Applications will go through both a technical and quality merit review. At either point in the review process, applicants may move forward or be notified that they have not been selected to receive a grant.
3. Applicants will be notified of a successful grant award or denial via electronic notification.
4. Navigator Grantees will require day-to-day operational training for how to successfully manage a group of Certified Navigators. Specific reporting will be required on a monthly and quarterly basis to substantiate that grant dollars are being spent appropriately. Grantees will also be trained on how to invoice the state on a monthly basis.
5. In order to monitor, manage and improve the Navigator Program, AID will need to be able to monitor the activities of Navigator Grantees and Certified Navigators. Grantees will be required to report on these primary facets: finances, results/impact, data analysis and lessons learned.
6. Grantees will report financial data and analysis of Certified Navigator activities and effectiveness relative to target goals of enrollment for specific demographic groups. AID will expect to see each grantee's investment in their Certified Navigators and obligation to move Navigators to the outcomes projected in their grant application.
7. Each Navigator Program Grantee Organization will contract with AID for services. Payment will be tied to performance indicators as agreed to by both parties. Incentives may be used to provide additional compensation. The responsibility of paying individual Certified Navigators falls to each grantee organization.
8. Each grantee will be asked to participate in an ongoing performance improvement process. They will be asked to self-evaluate their performance as a grantee. Each grantee would also be expected to analyze the data being received from the FFE Partnership to rate their effectiveness in facilitating enrollment to their internal goals as well as compared to the entire State of Arkansas.

## 2.1.2 CERTIFIED NAVIGATOR TRAINING/CERTIFICATION

Any individual in Arkansas can train and test to become a Certified Navigator. In order to become a Certified Navigator, one must complete the Navigator training, pass the competency testing, complete an application and meet all Certified Navigator requirements including passing a background check and attestation of not being on barred provider lists.



1. A Navigator will be trained to assist both individuals and small business owners. Training will be provided through an online training course. The purpose of the training is to educate individuals to be knowledgeable about the Health Benefits Exchange.
2. Navigator Competency Testing will consist of an online exam. Navigator candidates will login using their Navigator ID.
3. Many components are used to determine if certification has been achieved. Upon successfully passing the competency exam, Navigator candidates will fill out an application to AID to move forward in the acquiring the status of Certified Navigator.
4. Each year, currently Certified Navigators will be required to complete continuing education to ensure current competency related to Exchange information and regulations. Changes are to be communicated to Navigators via email. Re-certification is the mechanism used to ensure that current Navigators have the skills and knowledge to continue to educate Arkansans about the Exchange and facilitate enrollment.
5. In order to monitor, manage and improve the success of the Navigator Program, AID will need to be able to monitor the activities of the Certified Navigators and Navigator organizations working throughout the state. Certified Navigators will need to be able to supply information on a daily, weekly and monthly basis. Navigator organizations will need to provide information at least quarterly.
6. Each Certified Navigator will also be asked to participate in an ongoing performance improvement process. They will be asked to self-evaluate their effectiveness in the community and rate the support provided by their Navigator Grantee and the state Navigator Program.

## 2.2 FUNCTIONAL REQUIREMENTS

The matrix below documents the required functionality of proposed framework. Vendor(s) **must** indicate on the attached Excel spreadsheet how the framework product **will** address the requirement by using the following classifications:

**Out of the Box:** Software/Solution supports the requirement without any change required.

**Configurable:** Software/Solution supports the requirement by providing tables or code which AID staff may control. Business rules may be changed by AID.

**Modifiable:** Software/Solution can support the requirement by making simple modifications to the baseline software code by AID staff.

**Expandable/extensible:** Software/Solution supports the requirement by complex modifications to the code without adding in another product.

**Expandable with 3<sup>rd</sup> Party Software:** Software/Solution supports the requirement by complex modifications to the code and/or by adding in another product.

**Not Supported:** Software/Solution does not support the requirement.

**The Excel spreadsheet must be included as part of the vendor(s) technical response.**

The Value column contains a value (M=Mandatory Requirement). Proposers with a product that does not meet the mandatory requirements **will** be disqualified.

<b>Reference #</b>	<b>Functional Requirement Description</b>	<b>Value</b>
<b>Grant Applications</b>		
1.	System <b>must</b> be capable of housing answers to questions in a radio button format (Yes/No) as well as text boxes.	M
2.	System <b>must</b> be capable of storing general contact information as provided by organizations	M
3.	System <b>must</b> be capable of storing the following 'General Grantee Organization' Information field-level data elements: 1. Organization Name 2. Organization Address 3. Website 4. Email 5. Phone Number 6. Authorized Representative 7. Authorized Contact Person(s) 8. EIN or SSN 9. Transportation acknowledgement 10. Attachments (as required)	M
4.	System <b>must</b> be capable of storing the following 'Relationships with Targeted Consumers' field-level data elements: 1. Identification of targeted Arkansas consumers 2. Relationships/previous experience with targeted populations (demographic and geographic communities) 3. Outreach approach for said communities 4. Estimated number of consumers to be reached	M
5.	System <b>must</b> be capable of storing the following 'Client Safety' field-level data elements: 1. Background check consent 2. Excluded provider information (local, state and federal level) 3. Conflict of Interest disclosure 4. Liability coverage information 5. Historical legal issues	M
6.	System <b>must</b> be capable of storing the following 'Financial Security' field-level data elements: 1. Tax ID number 2. Payment processing capabilities 3. Previous grants received (dates, amounts, purpose, successful completion)	M
7.	System <b>must</b> be capable of storing the following 'Organizational Structure' field-level data elements: 1. Organization Mission Statement 2. Commitment to sustain 'x' number of Certified Navigators on staff 3. Plan for facilitating Navigator Certification 4. Plan for continual Certified Navigator support/supervision	M
8.	System <b>must</b> be capable of storing the following 'Training / Service Capacity' field-level data elements: 1. Plan for facilitating Exchange enrollment 2. Navigator availability – day, night, weekend 3. Preferred communication method (phone, email, face-to-face) 4. Computer and social media skills	M
9.	System <b>must</b> be capable of storing the following , at a minimum, the following metrics:	M

<u>Reference #</u>	<u>Functional Requirement Description</u>	<u>Value</u>
	<ol style="list-style-type: none"> <li>1. Date organization/individual applied</li> <li>2. Date application approved/denied following technical review</li> <li>3. Date application approved/denied following quality review</li> <li>4. Contract timeframe (begin and end date)</li> <li>5. Organizational data (county, number of Navigators, names of Certified Navigators, CEO, organization contact)</li> <li>6. Certified Navigator data (name, county, length of service, begin date, end date, active certification status)</li> </ol>	
10.	System <b>must</b> be capable of providing electronic notification immediately upon completing the application.	M
11.	System <b>must</b> be capable of assigning each applicant a Navigator Applicant Grantee ID upon completing the application. The initial application ID will become the permanent ID if a grant is awarded.	M
12.	System <b>must</b> be capable of supporting multiple disposition codes for applicants both approved and denied. Some disposition codes are: pending, approved, denied for technical review and denied following competitive quality review.	M
13.	System <b>must</b> be capable of supporting the notification of applicants of final determination	M
14.	System <b>must</b> be capable of supporting a monthly invoicing process.	M
15.	System <b>must</b> provide a template for grantees to report on a monthly, quarterly, semi-annually and annual basis.	M
16.	System <b>must</b> allow for the submission of attachments with reporting. Multiple file formats (.xls, xlsx, .doc, .docx, .pdf) <b>must</b> be permitted.	M
<b>Grantee Operations</b>		
17.	System <b>must</b> be capable of tracking payments to each Navigator Grantee.	M
18.	System <b>must</b> be capable of drilling down to service details about each Certified Navigator to the Navigator Grantee.	M
19.	System <b>must</b> be capable of cross referencing the invoices sent by each Navigator Grantee to ensure that each grantee has active Certified Navigators.	M
20.	System <b>must</b> support Fraud and Abuse checks and balances.	M
21.	System <b>must</b> include a module for feedback from grantees to facilitate ongoing performance improvement (template for grantees to submit electronically).	M
22.	System <b>must</b> support a monthly invoicing process.	M
23.	System <b>must</b> provide a template for grantees to report on a monthly, quarterly, semi-annual and annual basis.	
24.	System <b>must</b> allow for the submission of attachments with reporting. (able to use multiple formats: .xls, xlsx, .doc, .docx, .pdf)	M
25.	System <b>must</b> be capable of linking to the Navigator Web Portal.	M
26.	System <b>must</b> be capable of housing current and past newsletters written by AID.	M
<b>Navigator Training and Certification</b>		
27.	System <b>must</b> create a Navigator profile and assign each trainee a Navigator ID with the status of 'Pending – Individual' upon completing the first module of Navigator Training.	M
28.	System <b>must</b> be capable to handle updates to Navigator profiles.	M
29.	System <b>must</b> support the tracking of the completion of the Navigator training program using an online management database.	M
30.	System <b>must</b> be capable of associating individual Navigator candidates testing progress with their Navigator ID.	M
31.	System <b>must</b> be capable of associating the Navigator ID with the Navigator Grantee ID.	M
32.	System <b>must</b> provide a mechanism for reminding Navigators of outstanding training modules, due dates and subsequent continuing education needs.	M
33.	System <b>must</b> be capable of receiving and tracking the receipt of fees from Navigator candidates.	M
34.	System <b>must</b> be capable of providing electronic notification immediately upon completing the online Navigator exam. Notification <b>will</b> indicate pass or fail.	M
35.	System <b>must</b> be capable of multiple status codes for the Navigator ID that links to the	M

<u>Reference #</u>	<u>Functional Requirement Description</u>	<u>Value</u>
	progress of the Navigator candidate. Status codes may be: 'Competency Achieved', 'Competency Not Achieved', 'Training Completed', 'Certification Requirements Fulfilled', 'Certified Navigator', etc.	
36.	System <b>must</b> be capable of storing the following field-level data elements that comprise the status of 'Certified Navigator': <ol style="list-style-type: none"> <li>1. Competency testing passed</li> <li>2. Criminal background check</li> <li>3. Rules regarding full disclosure of potential conflicts of interest</li> <li>4. Completion of training in providing full disclosure to clients</li> <li>5. Accountability standards</li> <li>6. HIPAA law and protection of personal health information (PHI) training</li> <li>7. Any forms clients will be required to sign before disclosing PHI to a Navigator or producer</li> <li>8. A mechanism to allow for errors and omissions insurance</li> <li>9. Continuing Education status (for annual re-certification)</li> <li>10. Not on "barred" lists</li> </ol>	M
37.	System <b>must</b> be capable of sending out electronic reminders prior to when a Navigator's certification expires. (Three reminders; 4 months out, 2 months out and 2 weeks prior to expiration)	M
38.	System <b>must</b> be capable of recording data per individual Certified Navigator as well as roll up the data for a broad view of each Navigator Program Grantee Organization's progress. Some data elements for inclusion in reporting are contacts, encounters and number and location of Arkansans educated.	M
39.	System <b>must</b> provide an easy to use template for Navigators to easily document the 'who, what, where, when, how and how many people' in relation to their contacts in the field.	M
40.	System <b>must</b> allow for "contact" reports to be sent electronically to AID, the Navigator Program Grantee Organization liaison and an online copy retained for the Certified Navigator.	M
41.	System <b>must</b> allow for reporting by Navigator ID and the inherent data known for each Certified Navigator including but not limited to geographic area, supervisor, and service goals.	M
42.	System <b>must</b> include a module for feedback from Certified Navigators to facilitate ongoing performance improvement. This may consist of a template for Certified Navigators to fill out and submit electronically.	M
43.	System <b>must</b> be capable of recording event/visit data for per event each Certified Navigator including event date, contacted community characteristics, # of individuals, type of event, and event notes.	M
44.	System <b>must</b> be capable of recording notes by a Certified Navigator.	M

### 2.3 TECHNICAL REQUIREMENTS

The matrix below documents mandatory functionality of proposed framework. Vendor(s) **must** indicate on the attached Excel spreadsheet how the proposed product will address each requirement with the same classifications as utilized in Section 2.2 above. The Value column contains a value (M=Mandatory Requirement). Proposers with a product that does not meet the mandatory requirements **will** be disqualified.

**The Excel spreadsheet must be included as part of the vendor(s) response.**

<u>Reference #</u>	<u>Description</u>	<u>Value</u>
1.	<b>Shall</b> be a customizable off the self product (COTS). System framework, serving as the basis for constructing and delivering applications, shall be extensive, tailor able, and customizable.	M
2.	Adhere to all State and Federal laws including <b>Guidance for Exchange and Medicaid Information Technology (IT) Systems, Version 2.0, May, 2011.</b> <a href="http://cciio.cms.gov/resources/files/exchange_medicaid_it_guidance_05312011.pdf">http://cciio.cms.gov/resources/files/exchange_medicaid_it_guidance_05312011.pdf</a>	M
3.	Be browser-based for Intranet and Internet operability.	M
4.	Be accessible by central/local office staff and therefore operate over AID's Intranet as well	M

<u>Reference #</u>	<u>Description</u>	<u>Value</u>
	as the Internet.	
5.	Support integration with an industry standard LDAP/authentication product.	M
6.	The system <b>must</b> support the enforcement of password standards (e.g. minimum length and use of alpha, number and special characters.) Passwords <b>must</b> be non-printing and non-displaying.	M
7.	The system <b>must</b> also support the establishment of a specified period for password expiration and accommodate prohibiting the user from reusing recent passwords.	M
8.	Include 128 Bit encryption or better for confidentiality.	M
9.	Support the use of standard Secured Socket Layer (SSL) infrastructure technology to control access to sensitive data over the Internet.	M
10.	Provide capability to maintain system user security roles and allow an administrator to assign user to groups with similar access capabilities.	M
11.	Meet all necessary AID security requirements. Software applications must adhere to AID, and State of Arkansas, security standards and policies. <a href="http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx">http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx</a>	M
12.	Utilize Transaction Control Protocol/Internet Protocol (TCP/IP) communications protocol for application, database, and workstation connectivity.	M
13.	Provide an auditing mechanism to capture, record, and report on all database access by authorized and unauthorized users including 'before and after' database modifications and simple inquiries.	M
14.	Be capable of storing recurring data search requirements for future use.	M
15.	Support version tracking.	M
16.	Provide audit trails that identify document input, change, approval, and deletions by user.	M
17.	Include administration and auditing tools for manageability and maintainability.	M
18.	Support windows desktop integration with other common Office workstation applications used for word processing, spreadsheets, data management, and graphics, such as Microsoft Office Professional, Word, Excel, or Publisher.	M
19.	The application help facility <b>shall</b> be customizable by AID.	M
20.	Provide the ability to selectively retrieve archived data based on user-defined criteria such as date or accounting period.	M

## SECTION 3: PROJECT MANAGEMENT

### 3.0 **PROJECT MANAGEMENT INTRODUCTION**

This section presents the tasks required of the Navigator Grant System Vendor. The Vendor **must** perform all tasks, complete and deliver all work, deliverables, milestones, and/or other items, as set forth in this section or in any attached or referenced document, in full compliance with the requirements of this RFP.

### 3.1 **PROJECT MANAGEMENT PLAN**

The development and management of the overall Project Management Plan is the responsibility of AID. The vendor **will** be responsible to adhere to the AID approved Project Management Plan and Stakeholder Engagement Model set forth by AID which describes in detail the approach as well as the plan for organizing work, staffing the project, managing project tasks, managing project quality, communications, issues, risks, and change control. The final Project Management Plan will be made available to the awarded vendor.

#### 3.1.1 **DETAILED PROJECT SCHEDULE**

During the project, the vendor **will** provide updates to the detailed Project Schedule that depicts all major project tasks, task start and completion dates, task dependencies, and resources applied to each task. It is expected that tasks will be detailed to a two-week duration level.

#### 3.1.2 **QUALITY MANAGEMENT**

The vendor **will** adhere to the Quality Management Plan developed and maintained by the AID Project Team; a plan that measures and controls methods that are used to better ensure the delivery of quality products.

The Quality Management Plan **will** include the following component sections:

**1. Configuration Management**

- a. The vendor **will** utilize a Configuration Management process and procedures for technical and administrative oversight.
- b. The Configuration Management process **will** include identification of all artifacts, such as software units, computer files, documents, and other software products, to be controlled during development. The vendor **must** maintain version control of the software components during the development and testing phases.

**2. Change Control Management**

- a. The vendor **will** utilize a Change Control Management process to manage change requests.
- b. The Change Control process **will** include the method for documenting and tracking Change Control Requests and for recording the approvals that are needed to authorize Change Control Requests to change the program scope, schedule, and/or cost.

#### 3.1.3 **COMMUNICATIONS MANAGEMENT**

During the project, the vendor **will** utilize the Communication Plan to gather, store, and distribute project information to stakeholders. This **must** include, at a minimum, the following:

**1. Bi-Weekly Status Report**

- a. The vendor's Project Manager **must** produce a Bi-Weekly Project Status Report, which **will** provide the status of the Vendor's performance versus schedule as set forth in the Detailed Project Plan and describe project costs to-date, risks, issues, and action items.
- b. The vendor **must** present the Bi-Weekly Status Report during a Bi-Weekly Project Status meeting.

**2. Deliverables Acceptance and Closure**

- a. The vendor **must** verify and document that project deliverables have been completed according to the project's requirements and specifications, and present formal acceptance memoranda to the AR AID Project Management for approval.

**3. Emergency Communication**

- a. The vendor **must** communicate critical issues on an immediate basis. The vendor **must not** withhold issues that could jeopardize the quality or timeliness of the project.

### **3.1.4 RISK MANAGEMENT**

During the project, the vendor **will** contribute as necessary to a Risk Management Plan, The plan's intent is to identify, analyze, record, and prioritize potential risks; risks that have the potential to negatively impact technical solutions, escalate costs and/or jeopardize the project schedule. The Risk Management Plan **will** include strategies for monitoring, mitigating and managing identified risks.

The vendor **must** provide updates to the Risk Management Plan that is provided to the AID Project Director on a monthly basis. The AID Project Director may request an updated Risk Management Plan from the vendor at any time throughout the project.

### **3.1.5 ISSUE MANAGEMENT**

During the project, the vendor **will** utilize the Issue Management Plan to identify record, prioritize, escalate and track issues for resolution.

The vendor **must** provide an Issue Report to the AID Project Director on a monthly basis. The AID Project Director may request an updated Issue Report at any time throughout the project.

## **3.2 IMPLEMENTATION PLAN**

AID requests that the software system be fully implemented within one (1) year after contract award. Given the Federal requirement that Navigators must be working with consumers by July 1, 2013, it will be necessary to do a staged implementation.

Vendors **shall** provide and pay for all materials, tools, and other items necessary for the installation of software system bid, excluding physical facilities, except as specifically outlined and priced on the "Official Proposal Price Sheet."

Software Development Life Cycle (SDLC) phases serve as a programmatic guide to project activity and provide a flexible but consistent way to conduct projects to a depth matching the scope of the project. As such, the Design, Development and Implementation (DDI) tasks for this effort have been organized into the following major stages.

All Project Deliverables are subject to State approval prior to payment.

### **3.2.1 VALIDATE AND CONFIRM REQUIREMENTS**

In this phase, the State and the vendor **will** validate and confirm the functional, data, and technical requirements as listed in this RFP and successful vendor's proposal response in order to finalize the requirements and work plan. A detailed requirements document **must** be completed and the work plan **must** be updated. A description of the system will be agreed by all parties that define in detail, the types of functional needs of the users and therefore the system that will be required to accomplish the various functions as stated in this RFP and vendor's proposal response.

#### **1. Timeframe**

- a. AID anticipates the Validate and Confirm Requirements phase to be complete within 60 days from Project Start.

#### **2. State Responsibilities**

- a. Provide all relevant documentation of the planned operations and services.
- b. Articulate policy, regulations, and procedures.
- c. Articulate functional needs.
- d. Articulate informational (data) needs.
- e. Articulate technical needs.
- f. Assign appropriate personnel that can articulate the business and technical requirements.
- g. Finalize work plan with vendor.
- h. Review and approve the final requirements analysis results.

#### **3. Vendor Responsibilities**

- a. Conduct validation and confirmation of detailed requirements analysis.
- b. Develop final scope definition.
- c. Develop final requirements document.
- d. Document final business rules.
- e. Document the business flow.
- f. Submission of final detailed requirements analysis results.
- g. Finalize work plan with State and define appropriate vendor and State staff levels.

- h. Agree upon and document Project Controls (status reporting, issue resolution, risk management, tracking, etc).

**4. Milestones**

- a. Definition of business roles.
- b. Developed final detailed requirements analysis.
- c. State's written approval of final detailed requirements analysis.

**5. Deliverables**

- a. Project Plan
- b. Scope definition document
- c. Documented business rules
- d. Final detailed requirements analysis document
- e. Testing approach document (draft)
- f. Reference Data development approach document (draft)
- g. Training approach document (draft)
- h. Technical (Hardware/Software) approach document (draft)
- i. Implementation approach document (draft)
- j. Weekly progress reports

**3.2.2 DESIGN**

The goal of this phase is detailing the functional requirements in this RFP and vendor's proposal response into a systems framework. The "look and feel" of how the system will accomplish the requirements are defined and documented that describes the "to-be" of the system. The vendor **must** work very closely with State users and IT staff during the development of the system. Approval of the design will be an ongoing effort.

**1. Timeframe**

- a. AID anticipates the Design phase to be complete within 120 days from Project Start.

**2. State Responsibilities**

- a. Actively participate in the functional design specifications.
- b. Actively participate in the technical design specifications.
- c. Actively participate in the data design specifications.
- d. Approve the design specifications.

**3. Vendor Responsibilities**

- a. Identify and design the technical architecture to support the defined requirements.
- b. Document technical standards.
- c. Identify window design and processing.
- d. Define the system process flow.
- e. Identify and design efficient and effective database structure
- f. Define the functions to be performed, the inputs required, outputs generated and associated security procedures.
- g. Adhere to product management techniques.

**4. Milestones**

- a. Development of design component definitions.
- b. Development of design component specifications, including the functions to be performed, the inputs required, the outputs generated, and the file structures required.
- c. Design of the technical system architecture.
- d. State's written approval of the submitted module definitions and complete module specifications.
- e. Review and comment on specifications.
- f. Finalization of specifications.

**5. Deliverables**

- a. Technical standards document
- b. Design specifications
- c. Physical data model & Data Dictionary
- d. Screen layouts (input and inquiry)
- e. Online Help design and procedures

- f. Report layouts (hardcopy and electronic)
- g. Functional Diagrams
- h. Test plans (draft)
- i. Technical architecture system design
- j. Security model
- k. System flow charts
- l. System performance criteria
- m. Network design
- n. Backup and recovery design
- o. Weekly progress reports

### 3.2.3 **DEVELOPMENT**

The software system **must** accommodate all system functionality, conform to the design specifications, and fulfill all required reporting needs.

1. **Timeframe**
  - a. AID anticipates the Development phase to be complete within 8 months from Project Start.
2. **State Responsibilities**
  - a. Be available for timely clarification of any issues that occur during the programming phase on part of the developers.
  - b. Approve the development phase deliverables.
3. **Vendor Responsibilities**
  - a. Develop all programs and user interfaces (windows) that are necessary to provide the full functionality as defined in the requirements and design phases.
  - b. Develop a test base that will assure the proper operation of all programs and modules developed.
  - c. Desk test software developed to verify proper operation using the test base developed.
  - d. Develop system documentation, including user, operations, and system documentation.
  - e. Develop backup and recovery plan.
  - f. Develop security plan.
4. **Milestones**
  - a. Development of design specifications.
  - b. Development of test base for use by programmers.
  - c. Testing software developed.
  - d. Delivering software to the State ready to move into full test mode.
  - e. User operation of test base software.
  - f. Development of supporting documentation.
5. **Deliverables**
  - a. Test base with documentation and instructions
  - b. Fully functional Navigator Grant system
  - c. System documentation
  - d. Backup and recovery plan
  - e. Security plan
  - f. Weekly progress reports

### 3.2.4 **UNIT/INTEGRATION/ACCEPTANCE TESTING**

The system **must** be tested at various levels. Unit testing is testing at the lowest level of programming. Integration testing is a testing of series of units that compose a functional model. It also is the testing of the modules as they form a complete system to see if there are any peculiarities when they are exercised in an integrated mode. Acceptance testing is testing by the State users to provide assurance that the Navigator Grant system meets the specified requirements. The acceptance testing task includes structure data testing and operational readiness testing.

The operational readiness testing **must** be designed to ensure that the Navigator Grant product **will** meet State performance specifications.

1. **Timeframe**
  - a. AID anticipates the Unit/Integration/Acceptance Testing phase to be complete within 9 months from Project Start.
2. **State Responsibilities**
  - a. Participate in the integration testing.
  - b. Design acceptance test criteria and procedures.
  - c. Define acceptance test scripts.
  - d. Assist the vendor with the preparation of acceptance test data.
  - e. Assign State personnel to participate in acceptance testing.
  - f. Direct acceptance test activities.
  - g. Validate results.
  - h. Inform the vendor of any problems.
  - i. Direct re-test after correction of any problems.
  - j. Document results.
  - k. Approve final test results.
3. **Vendor Responsibilities**
  - a. Define unit/system test scripts
  - b. Perform unit test, ensuring that a complete and accurate test of each unit of code is performed.
  - c. Perform integration test.
  - d. Conduct initial training of State staff (train-the-testers) that will allow that staff to test at the module and system levels.
  - e. Update user, operations and systems documentation as necessary.
  - f. Assist the State in the development of test data to support acceptance tests and operational data tests.
  - g. Perform a structured data test, re-test as necessary.
  - h. Correct errors identified through output of acceptance tests and re-run tests to show corrected procedures.
  - i. Correct errors identified through output of operational readiness test.
  - j. Provide the State with weekly written status reports, which will include tasks completed, problems encountered, proposed solutions to problems, and upcoming tasks.
4. **Milestones**
  - a. Delivery of the unit test plan.
  - b. Delivery of the integration test plan.
  - c. State's written approval of structured data test results.
  - d. State's written approval of operational readiness test results.
  - e. State's written authorization for implementation.
5. **Deliverables**
  - a. Project Control – Tracking tool for testing progress and results
  - b. Unit test plan
  - c. Integrated test plan
  - d. Unit test outcomes report
  - e. Integration test outcomes report
  - f. Test results and related documentation
  - g. Operationally ready system
  - h. Weekly progress reports

### 3.2.5 **FULL IMPLEMENTATION**

Upon the completion of testing, implementation activities **will** be executed.

1. **Timeframe**
  - a. AID anticipates the Full Implementation phase to be complete within 11 months from Project Start.
  - b. The Grant Applications and Grantee Operations functions **must** be implemented within 9 months from Project Start.

**2. State Responsibilities**

- a. Coordinate and monitor implementation activities.
- b. Notify stakeholders of impending system implementation and deployment.
- c. Approve implementation plan.

**3. Vendor Responsibilities**

- a. Develop full implementation plan.
- b. Establish all files or portions of files for statewide information.
- c. Correct identified deficiencies during full implementation.
- d. Finalize versions of program, user and operations documents.

**4. Milestones**

- a. State's written approval of the Implementation Plan.
- b. State's written approval of implementation results.
- c. Installation of the Navigator Grant implemented system.

**5. Deliverables**

- a. Implementation Plan
- b. Installation of Navigator Grant fully implemented system
- c. Correction of identified deficiencies during full implementation

**3.2.6 TURNOVER**

During the turnover task, the vendor **shall** be responsible for all functions necessary for the complete and successful turnover of the Navigator Grant system to the State.

**1. Timeframe**

- a. AID anticipates the Turnover phase to be complete within 12 months from Project Start.

**2. State Responsibilities**

- a. Approve turnover plan.
- b. Approve final system and user documentation.
- c. Arrange for transfer of files and records.
- d. Accept available custom source code.
- e. Accept proprietary licenses software source code escrow account information
- f. State will have all staff (users and technical) trained and fully ready to maintain and support the new Navigator Grant system.
- g. Final acceptance of the Navigator Grant system.

**3. Vendor Responsibilities**

- a. Develop the Navigator Grant system turnover plan.
- b. Provide system documentation, including user manuals, coding instructions, and programs.
- c. Provide all available custom source code
- d. Provide all proprietary licensed software source code in escrow.
- e. Submit operational instructions, including a business resumption narrative.
- f. Provide procedures for updating computer programs, models, and other documentation.
- g. Provide all other information requested by the State to support the Navigator Grant processing and to enable the State to ensure delivery of services.
- h. Prepare and submit to the State a final report summarizing turnover task results and certifying the completion of all turnover responsibilities.

**4. Milestones**

- a. State's written approval of the turnover plan.
- b. Submission of available custom source code.
- c. Submission of final user and system documentation.
- d. Receipt of operational instructions.
- e. State's final acceptance

**5. Deliverables**

- a. Turnover Plan
- b. Complete copy of all custom application system source code

- c. Final user and system documentation
- d. Certification of completion of all turnover possibilities.

## SECTION 4: SUPPORT

### 4.0 **SUPPORT**

The Vendor **must** provide at a minimum the support called for in this section. All support provided by the Vendor **must** be included on the Official Price Sheet in one (1) year increments. The vendor **must** assume total responsibility for maintenance of the requested software system. All support provided by the Vendor is subject to the Performance Standards.

The support selected **shall not** begin until the system is implemented and accepted by AID. However, during the implementation phase, the selected vendor **shall** update the software with all new releases and patches available.

If additional support features are available within the price bid on the "Official Proposal Price Sheet," vendor(s) **must** provide a description of the additional features **in their technical proposal response**.

#### 1. **State Responsibilities**

- a. Provide state support staff as defined by the Turnover Plan.
- b. Provide remote access to the DIS Data Center.

#### 2. **Vendor Responsibilities**

- a. Provide vendor staffing support as defined by the Turnover Plan.
- b. Provide email and phone contact with response within no less than 6 business hours.
- c. Provide vendor support subject to the defined Performance Standards.
- d. Maintain system documentation, including user manuals, custom coding instructions, and programs.

### 4.0.1 **FEDERAL SUPPORT**

The vendor **will** provide ongoing support for all Federal CCIIO and CMCS review activities. This effort is subject to standard industry Systems Development Life Cycle (SDLC) reviews as defined by CCIIO and CMCS, previously referred to as the IT Gate Review Process. This effort **will** be governed by the Establishment and Expansion Review Process which includes the following:

1. **Establishment and Expansion Planning Review**
  - a. Architectural Review
  - b. Project Baseline Review
2. **Establishment and Expansion Design Review**
  - a. Detailed Design Review
3. **Establishment and Expansion Implementation Review**
  - a. Operational Readiness Review

The schedule and materials required for each Review stage are subject to the Federal guidelines - [http://cciio.cms.gov/resources/fundingopportunities/foa\\_exchange\\_establishment.pdf](http://cciio.cms.gov/resources/fundingopportunities/foa_exchange_establishment.pdf)

### 4.1 **DOCUMENTATION**

The vendor **will** provide electronic documentation for the new system as defined in section 3.2.3.3. This documentation **must** also include up-to-date system documentation for all custom code changed from the base system.

### 4.2 **HOSTING**

The Navigator Grant system **will** be hosted in the State Data Center with connectivity provided to the Navigator Grant system via State network with logical separation provided in accordance with State infrastructure and security standards, policies, and procedures. The State will also provide secure access to and from the Internet for the Internet-facing portal.

All data center hardware, whether provided directly by the Vendor or by the State per Vendor specifications, **must** meet State standards.

### 4.3 **SOFTWARE ESCROW**

The Software, along with all updates and revisions, **shall** be escrowed with an escrow agent and conditions for its release (business failure, contract default, or disaster recovery) **shall** be specified in the escrow agent contract and **must** be acceptable to AID.

Periodic testing of the escrowed Portal Software **shall** be performed by the Vendor, including but not limited to, scripting of installation, actual installation, compilation of source code onto test equipment, and full usability testing. Vendor **must** provide AID with findings after each periodic test. Any discrepancies or issues found by the vendor **will** be immediately

reported to AID along with a timeline to fix the issue. AID may at its discretion appoint a designee to perform such tests and **shall** be provided backup copies of escrowed Portal Software upon request.

The escrow agent contract **shall** be finalized with AID and the vendor prior to contract award.

#### **4.4 ACCEPTANCE**

If licensed system has not operated in conformance with the vendor's published specifications and the specifications in this RFP, the State Purchasing Official may:

1. Terminate the agreement in its entirety.
2. Accept the procurement (in the event of minor deviations).
3. Upon mutual agreement, perform acceptance tests until the system has operated with the vendor's published specifications and the specifications as stated in response to the RFP for 30 consecutive days of Productive Time.

#### **4.5 USER TRAINING**

Vendor **must** provide comprehensive User training to AID (web-based and/or in-person). AID will provide estimates of the number of people to be trained by the successful vendor in the usage of the software. Vendor **must** provide all materials for training to include manuals, training aids, etc. in both hard copy and electronic media. All User Training **must** be completed prior to the completion of the Full Implementation phase. The training plan schedule is subject to approval by AID.

##### **1. Application Training**

The vendor **shall** "train-the-trainers" on that portion of the application to be moved to production. Training **must** cover those pieces of the application to be in production, including those portions already moved to production. Vendor **must** ensure that the trainer understands the application.

#### **4.6 IT TRAINING**

Vendor **must** provide comprehensive IT training to AID (in-person). AID will provide estimates of the number of people to be trained by the successful vendor in the support of the software and infrastructure. AID expects the IT training will be required for no more than 15 total staff. Not all state staff will attend every IT Training component. Vendor **must** provide all materials for training to include manuals, training aids, etc. in both hard copy and electronic media. All IT Training **must** be completed prior to the completion of the Turnover phase. The training plan schedule is subject to approval by AID. IT Training should include the following key areas -

##### **1. Architecture Training**

Training for State staff regarding the operation, maintenance, remote management and on-site support of the architecture.

##### **2. Software Training**

Training for State staff regarding the software (excluding the application) used to support and supplement the Navigator Grant system.

##### **3. Database Training**

Training for State staff regarding the support and maintenance of the database

##### **4. Application Development/Tool Kit**

Programming and modeling training for State staff. Training should be conducted for State staff on the maintenance and support of the application development tool and the corresponding tool kit.

#### **4.7 PERFORMANCE STANDARDS**

Ongoing performance requirements **will** begin the day system is implemented. The goal of AID is to have the system maintain industry standard up time. The vendor will not be held responsible for performance standards and/or issues solely related to the DIS data center.

The vendor **must** provide a description of the solutions' Industry Standard performance record including the proposed hardware and infrastructure solution as stated in **Section 5.0.3.c.**

1. In the event reasonable up time is not maintained, due to system failure for any consecutive two (2) month period, the vendor will receive formal notice in writing. The vendor will be required to take the necessary action to increase the up time in the month subsequent to written notification. In the event the software system does not meet the required up time in any 90-day period, excluding normally scheduled upgrades

and maintenance, vendor must take one or more of the following actions unless AID and the vendor agree that the problem has been corrected and the system is currently in good working order:

- a. Provide an on-site Customer Engineer for analysis and correction of the problem.
- b. Provide back-up software system, if available.

Vendor, at its option, may take any of the above actions prior to the third consecutive month.

2. If the system fails to meet the performance standards within 90 days of the installation date, AID may terminate the agreement in its entirety.

## SECTION 5 PROPOSAL REQUIREMENTS

### 5.0 UNDERSTANDING OF THE PROJECT SCOPE

Vendor(s) **must** provide responses to the following in their RFP response:

1. The Proposer **must** describe their understanding of the objectives of AID, as related to the scope of the RFP. The objectives specified should be measurable and performance oriented where possible.
2. Proposer **must** elaborate its understanding of features and functionality of proposed system and how the proposer(s) system meets the requirements of this RFP (as specified in Section 2 of the RFP).
3. Proposer **shall** identify all software and hardware products needed by AID to install, operate, access, and maintain the application.
  - a. **All pricing must ONLY be included on the "Official Proposal Price Sheet."** The vendor **must** identify distinct products that are intended to be purchased or licensed as part of the system.
  - b. **All pricing must ONLY be included on the "Official Proposal Price Sheet."** The vendor **shall** also identify products needed to meet any technical and functional requirement that may be acquired separately by AID. Any product that is available under another contract that the State holds may be purchased through that contract and not this solicitation.
  - c. Vendor **must** provide specifications for an infrastructure to deliver the following:
    - i. Search for record should return within six seconds 95% of the time
    - ii. Editing of records should provide screen refresh and error notification within four seconds 95% of the time
    - iii. System response time should be no more than two seconds in between screens 95% of the time
    - iv. System response time required to open any supporting applications (i.e. Word) should be within eight seconds 95% of the time
4. Proposer **shall** elaborate its understanding of the support requirements in Section 4.0 and 4.0.1 of the RFP. If additional support features are available within the price bid on the "Official Proposal Price Sheet," vendor(s) **must** provide a description of the additional features.

### 5.1 PRODUCTS, METHODOLOGY AND APPROACH TO THE PROJECT

Vendor(s) **must** provide responses to the following in their RFP response:

1. This section **must** contain a detailed discussion of how the Proposer will approach the project to include:
  - a. The major activities that **must** be addressed include the objectives and the methodology by which it will be completed, as related to this specific project and the specified deliverables.
  - b. A statement of the Proposer's project management philosophy **shall** be included along with Proposer's view of this engagement as it relates to the overall corporate structure in terms of Proposer's resource support, oversight, control, and organizational reporting.
  - c. A description of the Proposer's approach to product configuration and modification related to scalability, stability, maintainability, flexibility, interoperability, supportability, portability, modeling, productivity, testing, version control, performance and security **must** be presented.

### 5.2 ORGANIZATION AND STAFFING

Vendor(s) **must** provide responses to the following in their RFP response:

1. Proposer **shall** indicate the key factors that should be considered in the staffing and management of the proposed engagement. Proposer should consider types of resources required, resources available, training requirements, use of AID Information Technology and program personnel, and work to be done by the Proposer off-site, etc.
2. Proposer **must** describe ability to adapt to changing manpower needs, particularly if project begins to fall behind schedule, and contingency plans relative to providing qualified skilled replacement personnel if needed during the life of the project.
3. Proposer **shall** outline its strategy for retaining staff.
4. If any part of the work must be subcontracted, vendor **must** include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities.

#### 5.2.1 PROJECT ORGANIZATION AND STAFFING

Vendor(s) **must** provide responses to the following in their RFP response:

1. Proposer **must** include a project organization chart identifying all staff positions, their responsibilities and anticipated level of participation.
2. Proposed interaction of state project staff with Proposer project staff **must** be detailed.

#### 5.2.2 RESUMES OF PROPOSED STAFF

Vendor(s) **must** provide responses to the following in their RFP response:

1. Proposer **must** enclose a resume and/or biography of each known person projected to be assigned to the project. Proposer should denote or emphasize staff experience and roles in any grant projects.
  - a. At a minimum, resumes and/or biographies for key personnel, including Project Manager, System Development Manager, Lead Technical Support, Lead Training Manager, Lead Operational/Maintenance Manager or equivalents **shall** be provided.
2. The Proposer **must** stipulate that these persons will not be removed from the project nor will their level of participation be lessened without prior written approval from AID.
3. The Proposer **shall** describe existing or potential contractual obligations for each proposed staff member and the Proposer's strategy for dealing with such situations.
4. If the Proposer does not currently have all personnel or resources required to complete the project available, a statement **must** be included which specifies the Proposer's plan to acquire necessary staff and resources.

### **5.3 PROJECT PLANNING AND MANAGEMENT**

Vendor(s) **must** provide responses to the following **in their RFP response**:

1. Proposer **must** indicate the basic project planning and control techniques to be used in managing the project. Proposer **shall** demonstrate the ability and commitment to successfully work in a dynamic, fast-paced engagement. Vendor(s) **must** specifically address the following as well as requirements set out in Section 3 of the RFP:
  - a. Progress reporting;
  - b. Use of project working papers;
  - c. Use of risk assessment, mitigation and control techniques;
  - d. Problem/Issue/Change management;
  - e. Vendor management review to assure quality control;
  - f. Maintaining a current on-schedule, on-budget work plan; and
  - g. User review meetings, feedback and public relations.

### **5.4 QUALIFICATIONS AND CREDENTIALS**

Vendor(s) **must** provide responses to the following **in their RFP response**:

1. Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
2. Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
3. Describe the Proposer organization's number of employees, client base, and location of offices.
4. Provide three (3) similar Grant Management projects representing both one (1) larger account currently serviced by the vendor and two (2) recently completed projects as well as all similar completed projects within the last five (5) years. In addition, provide a list, if any, of all current contracts with the State of Arkansas.
  - a. Each project should include:
    - i. The company name and business address;
    - ii. The name, title, telephone number, and email address of the contact person knowledgeable about the project work;
    - iii. Description of the project and service provided and the period of service.
  - b. The list of contracts with the State of Arkansas should include:
    - i. The contract number;
    - ii. The contract term; and
    - iii. The procuring State agency.
5. Provide a statement of whether there have been any mergers, acquisitions, or sales of the proposer company within the last ten years, and if so, an explanation providing relevant details.
6. Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract resulting from this RFP.
7. Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

## SECTION 6: CRITERIA FOR SELECTION

The vendor should address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of proposals, selection of the successful vendor will be determined in Committee by evaluation of several factors.

Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments must be made by the AID Evaluation Team during the assignment of rating points.

Proposals shall be evaluated by the AID Evaluation Team. Other agencies and consultants of AID may also examine documents.

<b>Vendor Response To:</b>	
<b>Understanding of Project Scope (5.0)</b>	<b>200</b>
<b>Products, Methodology, and Approach to the Project (5.1)</b>	<b>200</b>
<b>Project Planning and Management (5.3)</b>	<b>200</b>
<b>Organization and Staffing (5.2)</b>	<b>100</b>
<b>Qualifications and Credentials (5.4)</b>	<b>100</b>
<b>Subtotal</b>	
<b>Cost</b>	<b>200</b>
<b>Total Possible Points</b>	<b>1000</b>

### Cost:

200 points will be awarded to the lowest total system cost. Remaining proposals shall receive points in accordance with the following formula:  $(A/B) \times (C) = D$

- A=lowest total system cost bid in dollars
- B=second (third, fourth, etc.) lowest total system cost bid in dollars
- C=maximum points for lowest total system cost bid
- D=number of points scored for that particular bid

## STANDARD TERMS & CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions 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 reserves 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:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. 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 invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. 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:** Any catalog brand name or manufacturer's reference used in the bid invitation 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
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 invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder'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 bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
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 bidder.
10. **AMENDMENTS:** The bid 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 Contracts: A contract award will be issued to the successful bidder. 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 Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. 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., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

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

17. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications 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 bidders list or suspension of eligibility for award.

18. 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.

19. 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 invitation for bid, (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.

20. 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, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. 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. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder 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 bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, 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.

28. 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.

## Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:		SUBCONTRACTOR NAME:	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
TAXPAYER ID NAME:		IS THIS FOR: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> Both?	
YOUR LAST NAME:		FIRST NAME:	M.I.:
ADDRESS:			
CITY:		STATE:	ZIP CODE:      ---      COUNTRY:

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### F o r I n d i v i d u a l s \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

### F o r a V e n d o r ( B u s i n e s s ) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

None of the above applies

## **Contract and Grant Disclosure and Certification Form**

**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.**

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

*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 subcontract. The party 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 contractor.*
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**Vendor Contact Person** \_\_\_\_\_ **Title** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

### **AGENCY USE ONLY**

Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_ Agency Contact Person \_\_\_\_\_ Contact Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_