



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

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION

Bid Number:	710-20-0041	Solicitation Issued:	April 6, 2020
Description:	Solicitation for the design, development, implementation and maintenance and operation of a new CCWIS system, including the conversion of data from the legacy SACWIS system.		
Agency:	Department of Human Services – Division of Child and Family Services		

SUBMISSION DEADLINE FOR RESPONSE

Bid Submission:	<u>May-June 225</u> , 2020 10:30 a.m CT	Bid Opening:	<u>May-June 225</u> , 2020 11:00 a.m CT
-----------------	---	--------------	---

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

DELIVERY OF RESPONSE DOCUMENTS

Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Contractors assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purpose <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION

OP Buyer:	Nawania Williams	Phone Number:	501-320-6511
-----------	------------------	---------------	--------------

Email Address:	Nawania.williams@dhs.arkansas.gov	OP's Main Number:	501-682-1001
DHS Website:	http://humanservices.arkansas.gov/Pages/default.aspx		
OPS Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The Office of Procurement (OP) issues this Request for Proposal (RFP) on behalf of the Division of Children and Family Services (DCFS) to obtain proposals and a contract for the design, development, implementation, maintenance and operations of a Comprehensive Child Welfare Information System (CCWIS). DCFS is a division of the Department of Human Services (DHS).

Presently, DCFS uses a child welfare information system called the Children's Reporting and Information System (CHRIS.) CHRIS was developed pursuant to federal requirements for Statewide Automated Child Welfare Information Systems (SACWIS). The State has been using CHRIS for nearly twenty years.

In 2016 the Administration of Children and Families, a Division of the Department of Health and Human Services, replaced the historical SACWIS rule with the CCWIS Final Rule (81 FR 35449). The CCWIS Final Rule encourages states and tribes to embrace modernized technology and practices in the design and development of their child welfare information systems.

CHRIS does not align with the vision and requirements of the CCWIS Final Rule. Accordingly, the State wishes to replace it with a modern system compliant with the requirements of the CCWIS Final Rule.

In addition to complying with the CCWIS Final Rule, the successful Respondent will propose a systems and services solution that:

- Has the ability to change and respond to changes in the child welfare and health care industry
- Has a verifiable track record of successful implementations within a defined timeframe
- Has business plans that demonstrate a corporate commitment to product enhancement with routine releases
- Is comprised of systems and processes that learn and adapt to new challenges and provide utilities or services that integrate with child welfare and health care on an enterprise wide level

Critical technological objectives of this RFP include the procurement of:

- A true Service Oriented Architecture (SOA) platform which will bring interoperability of service-based modules, preferably as licensed products, to support DHS' modernization and continual enterprise evolution without restricting its ever-changing business needs
- A highly configurable and flexible platform that will be an enabler of the expansion of technological capabilities to other state and federal agencies
- An enterprise solution that is designed at its core to allow Commercial-Off-The-Shelf (COTS) products be installed, integrated, and upgraded through scheduled releases
- Software modules that are implemented and modified by user configurations, not through constant custom coding that will result in yet another one-off child welfare system

The system sought by this RFP, the "Future System," will embrace modern technology to improve the efficiency, accuracy and mobility of the DCFS workforce which uses the system. Most importantly, the Future System will help DCFS more effectively accomplish its mission: to keep children safe and help families.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

A. A Term contract will be awarded to a single Contractor.

- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative Review
- C. The term of this contract **shall** be for up to one (1) year. The anticipated starting date for the contract is **October 1, 2020**. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- D. The total contract term **shall not** be more than seven (7) years.

1.4 **ISSUING AGENCY**

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

1.5 **BID OPENING LOCATION**

Proposals received by the opening time and date **shall** be opened at the following location:

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

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

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

When circumstances warrant, DHS may elect to conduct the bid opening entirely via video conference. If DHS makes this election, DHS shall post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person.

1.6 **ACCEPTANCE OF REQUIREMENTS**

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

1.7 **DEFINITION OF TERMS**

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- D. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document..

- E. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.8 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. As an alternative to the instructions below, a Respondent may follow the alternative submission set forth in Attachment N – Limited Bid Submission Accommodation During COVID-19.

2.2. A hard copy of the original *Technical Proposal Packet* (Attachment B) **must** be received on or before the bid submittal date and time.

2.3. The Proposal Packet should be clearly marked "Original" and **must** include the following:

- a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
- b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
- c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
- d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
- e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.

3.4. The following items should be submitted in the original *Technical Proposal Packet*.

- a. EO 98-04 Disclosure Form, Attachment G. (See *Standard Terms and Conditions, #27. Disclosure*.)
- b. Copy of Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
- c. *Voluntary Product Accessibility Template* (VPAT), if applicable. (See *Technology Access*.)

4.5. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

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

1. Contractor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet* and the completed Attachment E Cost Proposal, preferably on a flash drive. A CD will also be acceptable.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

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

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

1. Additional Copies of the *Technical Proposal Packet*
 - a. Twelve (12) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Twelve (12) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.

- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
- d. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

1.9 **ORGANIZATION OF RESPONSE DOCUMENTS**

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

1.10 **CLARIFICATION OF BID SOLICITATION**

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on **April 17, 2020**. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment H*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on **May 4th, 2020**.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.11 **PROPOSAL SIGNATURE PAGE**

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

1.12 **AGREEMENT AND COMPLIANCE PAGES**

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

1.13 **SUBCONTRACTORS**

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

1.14 **PRICING**

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

1.15 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint proposal submitted by two or more contractors is acceptable. However, a single Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.16 **INDEPENDENT PRICE DETERMINATION**

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

1.17 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

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

1.18 **CAUTION TO CONTRACTORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Contractor **must** provide clarification of any information in their response documents as requested by OP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Contractors may submit multiple proposals. Each proposal shall be submitted separately and must include all documents and information required under this RFP in order to advance to evaluation.

1.19 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.

- C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- D. The contractor **shall** be responsible for checking the following Office of State Procurement (OSP) and DHS websites for any and all addenda up to the bid opening:

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<http://www.arkansas.gov/dfa/procurement/bids/index.php>

1.20 **AWARD PROCESS**

A. Award Determination

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

B. Negotiations

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

C. Anticipation to Award

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

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<http://www.arkansas.gov/dfa/procurement/bids/index.php>

2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OP **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
4. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. The final Contract is contingent upon ACF approval. Throughout the solicitation process, DCFS will work collaboratively with ACF to ensure ACF approval. However, legislative and/or policy changes can occur between final ACF approval of the RFP and the Vendor Contract award/negotiation process. In the event that a final Contract is negotiated, but ACF does not approve the Contract, the Contract is to be considered void and DCFS will be released from any resulting liability.

Additionally, ACF may request contractual revisions that may cause substantive changes to the Base Contract. In order to secure an executed Contract with the Vendor, DCFS will make every attempt to communicate and negotiate the changes from and required by ACF.

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

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

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.22 **EQUAL OPPORTUNITY POLICY**

A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* to the State is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.23 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

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

1.24 **RESTRICTION OF BOYCOTT OF ISRAEL**

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

C. By checking the designated box on the Proposal Signature Page of the response packet, a Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.25 **PAST PERFORMANCE**

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

1.26 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
 6. Integrating into networks used to share communications among employees, program participants, and the public; and
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.27 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

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

1.28 VISA ACCEPTANCE

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

1.29 PUBLICITY

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

1.30 RESERVATION

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

1.31 DATA LOCATION

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

1.32 SCHEDULE OF EVENTS

Public Notice of RFP	April 3, 2020
Deadline for Receipt of Written Questions	April 17, 2020
Response to Written Questions, On or About	May 14 11, 2020
Date for Bid Submission	May 22 June 5, 2020 10:30 a.m CT
Date and time for Opening Bid	May 22 June 5, 2020 11:00 a.m CT
Invitation to Top 3 Ranked Respondents to Deliver Oral Presentation/Demonstrations, On or About	June 22, 2020
Oral Presentation/Demonstration from Top 3 Ranked Respondents, On or About	July 1, 2020
Selection of Contractor, On or About	July 31, 2020
Intent to Award Announced, On or About	July 31, 2020
Contract Start, (Subject to State Approval)	October 1, 2020

1.33 STATE HOLIDAYS

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

New Year’s Day	January 1
Dr. Martin Luther Kinging Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

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

SECTION 2 – MINIMUM REQUIREMENTS

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

Note that the qualifications the vendor must meet in order to be evaluated for this project are either listed in **Section 2.2.5 - Minimum Qualifications** or denoted by a bolded “**must**” or “**shall**” (when referencing the Contractor’s duties and responsibilities) in the below Section 2 and relevant attachments.

2.1 INTRODUCTION, BACKGROUND, AND OVERVIEW

As this RFP solicits a Contractor to design, develop, implement and then later maintain and operate the Future System, Performance Management is contemplated in two phases.

For the design, development and implementation phase of the Future System, all payment to the Contractor will be contingent upon the State’s acceptance of certain deliverables and milestones associated with the Future System’s design, development, implementation and determinations of CCWIS compliance by ACF. There will also be Performance Standards for this phase. Once the system is operational and running at a steady-state, the State shall manage the Contractor’s performance in accordance with Performance Standards.

Any vendor involved in the development of this RFP shall not be permitted to submit a proposal as the Contractor, a subcontractor, or as any other part or advisor to a company submitting a proposal.

In 2016, the US Department of Health and Human Services (HHS), through the Administration for Children and Family (ACF), issued the Comprehensive Child Welfare Information System (CCWIS) Final Rule (81 FR 35449) to promote the modernization of aging child welfare information systems throughout the country. The Final Rule includes new regulations to guide the use of technology in child welfare. The guidance provided promotes leveraging technology for innovation and agility to address issues in child welfare services. Previously, child welfare information systems were required to use a single comprehensive system that did not allow for flexibility or rapid changes. Accordingly, in the child welfare space, it was difficult to take advantage of existing technology and changing welfare services practices. The Final Rule removes the requirement for a single comprehensive system and allows agencies to implement integrated solutions such as Commercial-Off-The-Shelf (COTS) products that can better support current child welfare practices. This new approach offers an array of possibilities for the child welfare business model and the solutions designed to support it.

The CCWIS Final Rule allows DCFS to use more effective technologies to quickly identify youth and family needs and link them to services. CCWIS structures are distinguished from DCFS’s the legacy CHRIS System (which is a former SACWIS system, transitional CCWIS), by being smaller, more modular, and designed for interoperability and interface with other systems. Accordingly, rather than attempting to modify the existing SACWIS system, Arkansas DHS, and its DCFS, has elected to replace CHRIS with a CCWIS system. A replacement system will allow DCFS to take advantage of other capabilities via CCWIS that are not common in older SACWIS systems such as configurable case management and associated workflows, mobile computing, predictive analytics, automated assessments, worker optimization tools, and modern marketing and recruitment capabilities which have the potential to improve case workers’ efficiency and the outcomes for children involved with foster care. Additionally, the CCWIS requirements promote and support the exchange of information between child welfare agencies and contributing organizations such as schools, courts, and other health and human services departments, while providing the flexibility to build systems that are tailored to meet their unique needs to better serve young people in and aging out of care.

2.1.1 DCFS Overview

The DCFS mission is to keep children safe and to help families and parents to successfully care for their children through community-based services and supports. DCFS is focused on the safety, permanency and well-being of the children and youth of Arkansas. Please see an DCFS Organization Chart in the Bidders’ Library (Attachment F to the RFP, henceforth referred to as the Bidders’ Library.)

DCFS administers its services in the State by area, and each area has an Area Director and county-based staff. Minimum county office staffing includes at least one Family Service Worker, a supervisor and a Program Assistant.

DCFS is divided into ten geographically based areas:

Areas	Counties
Area I	Benton, Carroll, Madison, Washington
Area II	Crawford, Franklin, Johnson, Logan, Scott, Sebastian, Yell
Area III	Clark, Garland, Hot Spring, Howard, Montgomery, Perry, Pike, Polk, Saline
Area IV	Columbia, Hempstead, Lafayette, Little River, Miller, Nevada, Ouachita, Sevier, Union
Area V	Baxter, Boone, Conway, Faulkner, Marion, Newton, Pope, Searcy, Van Buren
Area VI	Pulaski
Area VII	Bradley, Calhoun, Cleveland, Dallas, Grant, Jefferson, Lincoln, Lonoke, Prairie
Area VIII	Clay, Craighead, Fulton, Greene, Izard, Lawrence, Mississippi, Sharp, Randolph
Area IX	Cleburne, Crittenden, Cross, Independence, Jackson, Poinsett, Stone, White, Woodruff
Area X	Arkansas, Ashley, Chicot, Desha, Drew, Lee, Monroe, Phillips, St. Francis

2.1.2 Service Units

DCFS provides a myriad of services to fulfil its goals and mission, through specialized units and services throughout the organization including the following:

- Child Welfare Community Services – The Community Services section is responsible for overseeing all aspects of service delivery from DCFS county field staff to their communities. The Assistant Director of Community Services oversees the state’s ten Area Directors who oversee the supervisory staff of the counties in their respective geographic service areas.
- Child Maltreatment Central Registry and Background Check Information and Notification- The Central Registry Unit maintains a statewide registry for the collection of child maltreatment investigation reports. Reports made to the Department are confidential and information included in the automated data system is retained to assist the department in assessing future risk and safety. The Background Check Information and Notification Unit assists with processing of required criminal record checks for staff, foster parents, and adoptive parents and issues notices regarding the child maltreatment investigative determination to all persons pursuant to A.C.A. § 12-18-703 et seq. The State is in the process of developing an Enterprise Criminal Background Check system. The future system will be required to utilize this system for criminal background checks.
- Children's Reporting and Information System (CHRIS) - Children's Reporting and Information System (CHRIS) was developed to meet the needs of family service workers. The system reduces paperwork, provides tools to track the children and families to assures that information being collected is correct. CHRIS will be replaced by the Future System.
- Eligibility - The DCFS Eligibility Unit is responsible for determining title IV-E and Medicaid eligibility of children who enter foster care. The state is reimbursed for administrative and maintenance costs provided that a child is IV-E eligible and a child’s placement meets required Arkansas licensing standards. Medicaid eligibility is determined for children in foster care, children adopted and receiving an adoption subsidy, children entering Arkansas through the Interstate Compact for Placement of Children (ICPC), children entering Arkansas through the Interstate Compact for Adoption Medicaid Assistance (ICAMA), and children participating in the Subsidized Guardianship Program. The Eligibility Unit also manages Foster Care Trust Accounts that are established for

children in the foster care program when the state is the payee for children's child support, Social Security, and/or Supplemental Security Income (SSI) benefits.

- Finance - The Finance Unit oversees the administrative processing of all purchases and other expenditures related to child welfare service delivery in the state. The Finance Unit also maintains oversight of the agency budget, financial reporting, and contracts.
- Arkansas Education and Training Voucher (ETV) Program - The Arkansas Education and Training Voucher (ETV) Program offers funds to youth in foster care and former foster youth up to age 26 to enable them to attend colleges, universities, and vocational training institutions.
- DCFS Policy Unit - The Policy Unit has the responsibility for developing, revising, promulgating and distributing division policies, procedures, publications, and forms. Various Federal and State Laws govern DCFS, and this unit is responsible for monitoring, updating and developing policy rules and regulations to maintain compliance with these laws.
- Education Unit - The Education Unit advocates for children in the child welfare system to help them overcome barriers to education and ensures compliance with state and federal laws inclusive of Every Student Succeeds Act and Fostering Connections. The Education Unit works closely with field staff and foster parents regarding the identification, implementation, and monitoring of Individual Education Plans (IEPs) and Section 504 Education Plans for children in foster care.
- DCFS Planning Unit - The Planning Unit's mission is to engage in comprehensive, broad-based program planning with a goal of improvement of child and family services in Arkansas. The Planning Unit oversees all federally required plans and reports submitted to the federal Children's Bureau.
- Professional Development Unit - The purpose of the Professional Development Unit is to coordinate and monitor the title IV-E training contracts with the University Partnership and oversee Child Welfare Stipend program. The unit also provides title IV-E fiscal support for DCFS staff attending training events.
- DCFS Quality Assurance Unit - The purpose of the Quality Assurance Unit is to maintain a system of quality improvement for the Division through the use of both qualitative and quantitative measures, including review and evaluation of the quality of child welfare practice.
- Transitional Youth Services - The Transitional Youth Services (TYS) Unit works with teens in foster care ages 14-21 to teach them basic life skills as they transition to adulthood. The program encourages youth to remain in school until graduation from high school and will then assist them with their post-secondary educational needs and training, other programs designed to remove barriers to employment, and/or entry into the workforce.
- Mental Health Services - The DCFS Mental Health Services Unit provides support and consultation to DCFS field staff regarding children with behavioral, emotional, and mental health needs. This unit assists with Interdivisional Staffings for children with multiple needs, and also oversees contracts for drug screens and related data. The DCFS Mental Health Services Unit does not provide direct mental health services for clients.
- Adoption and Guardianship Services - DCFS provides a full range of adoption services, from finding families to adopt, to keeping a voluntary adoption registry. Services are also available to birth parents who chose to place their newborns up for adoption.
- Arkansas Heart Gallery – The Heart Gallery is a recruitment tool that provides photographs and general descriptions of children who are waiting for an adoptive family. Qualified Adoptive homes are needed for children of all nationalities, sibling groups and children with special needs to include children with emotional, mental or medical needs.
- Foster and Adoptive Parent Inquiry and Application Unit - The Foster and Adoptive Parent Inquiry Unit maintains a foster and adoptive parent recruitment website that allows perspective prospective adoptive or foster parents to

express interest on-line. The unit also provides assistance to individuals and couples seeking to become a foster or adoptive provider homes by providing technical assistance with filling out background checks, and assignment of the applicant to the local Resource Unit when appropriate for completion of the assessment and approval process.

- Foster Care Services - Foster parent support is a critical role in this unit which is achieved through working with foster parents to address concerns to supporting them in ensuring they have the tools they need to meet the needs of the children placed in their homes. The Foster Care Unit also manages foster home¹ board payments, serves as the agency point of contact for Private License Placement Agencies, and assists in guiding resource staff regarding foster and adoptive home approval questions. This unit also processes foster parent and volunteer travel and maintains responsibility for the RAVE texting program and the online Foster and Adopt Provider Portal.
- Interstate Compact Placement of Children - The Interstate Compact Placement of Children (ICPC) Unit assists in moving children in need of foster care placement or adoption across state lines. When a child requires foster care or adoptive placement outside the resident state, DCFS is required to use the ICPC process.
- Mutual Consent Voluntary Adoption Registry - Each licensed adoption agency in Arkansas is allowed by law to establish an adoption registry. Qualified persons may register to be identified to each other or to receive non-identifying information about the genetic, health and social history of adoptees placed by their agency.
- Specialized Placement Services for Children in Foster Care - The Specialized Placement Unit provides technical and financial assistance to local county offices requiring help in locating and/or finding placements for children with emotional and/or behavioral problems. The Division provides these services through contracts with private providers or medical providers. This unit also provides support to the local county staff with the Developmental Disabilities Services (DDS) waiver process for children in state custody.
- DCFS Child Abuse Prevention - The Child Abuse Prevention Program provides helpful information and resources to help prevent child abuse and neglect. The Arkansas Children's Trust Fund is housed within the DCFS Child Abuse Prevention Program and is responsible for several initiatives such as All Babies Cry, the DCFS Parent Advisory Council, and the Baby and Me WIC Clinic Project.
- Child Protective Services - The Child Protective Services Unit provides oversight and monitoring of DCFS child maltreatment investigations and staff statewide. Family Service Worker (FSW) Investigators respond to allegations of child abuse and neglect that have been accepted through the Arkansas Child Abuse Hotline. During the investigation, FSW Investigators conduct health and safety assessments of the children and must show a "preponderance of evidence" in order to substantiate (determined to be true) the allegation(s).
- Child Protective Services In-Home Services Unit - The Child Protective Services In-Home Services Unit provides oversight and programmatic planning for DCFS protective service cases (PS cases) and supportive service cases (SS cases). Services are referred by DCFS caseworkers and often court-ordered by juvenile judges as part of a case plan. The In Home Services Unit is currently responsible for approximately 115 contracts throughout the State. The programs offered to DCFS clients through community-based contracts include counseling, in-home support, Intensive Family Services, Nurturing Families of Arkansas (in home parenting), language interpreters, parenting education, supervised visitation, support groups and SafeCare in some counties. The main goals of the In Home Services Unit are to strengthen and expand services that allow children to remain safely at home, to improve the lives of the families and in cases of removal, to increase support for families during and after reunification.
- Citizens Review Panel - The Panel assures that requirements of the federal Child Abuse Prevention and Treatment Act (CAPTA) are incorporated into state law. Funding for CRPs is provided through DCFS and the panels are comprised of citizens within the community from the legal field, child advocacy community, Court

¹ In the future, the State will retire the phrase "foster home" in favor of the term "Resource Family" which will also encompass Client relatives, fictive kin, adoptive, and pre-adoptive families. As this new term has not officially been instituted, the term foster home remains in this document as the present term in use.

Appointed Special Advocates (CASA), parent/foster parents, and health/mental health fields, who are passionate about improving the lives of children and families in Arkansas and strengthening the child welfare system. There are currently three CRPs in Arkansas that cover the following counties: Pope, Logan, Columbia, Hempstead, Lafayette, Nevada, and Ouachita. Membership consists of DCFS cannot comprise a majority on panel.

- Differential Response - The Differential Response (DR) Program responds to allegations of low-risk child maltreatment. Families that have allegations that are diverted from the traditional investigative pathway to the DR Program are provided with short-term services designed to keep children from entering foster care.
- Team Decision Making - Team Decision Making (TDM) is a collaborative teaming process with families, their informal and formal supports, and DCFS to co-design a plan to safely keep children in the home, utilizing and building on the families' strengths.
- Child Abuse and Neglect Reporting - Anyone who suspects child maltreatment may make a report to DCFS through the Child Abuse Hotline. Some people (for example, doctors, teachers and school counselors) must, by law, report suspected child maltreatment. See Section 1.2.2.2 of Attachment A for a discussion of the Hotline.
- Arkansas Child and Family Service Review - The Department of Health and Human Services introduced child welfare regulations to improve outcomes for abused and neglected children, children in foster care, and children awaiting adoption. States are assessed for compliance with Federal requirements for child protective services, foster care, adoption and family preservation and support services under titles IV-B and IV-E of the Social Security Act.
- Child Welfare Client Advocates - Client Advocates assist the general public with information about services and programs, inquiries about general policies of the DCFS and assists others who need information about current services.
- Kinship Connect - The Kinship Connect program focuses on the primary goal to support relative and fictive kin caregivers through information, dissemination, and resource coordination.

2.1.3 Departmental Priorities

The DCFS practice model unites the casework process with an approach that values and supports families at every step of a family's encounter with the Division. The DCFS practice model goals encompass the following priorities:

- Safely keep children with their families.
- Enhance well-being in all of their practice with families.
- Ensure foster care and other placements support goals of permanency.
- Use permanent placement with relatives or other adults, when reunification is not possible, who have a close relationship to the child or children (preferred permanency option).
- Utilize subsidized guardianship when appropriate for lifetime connections for youth in foster care
- Ensure adoptions, when that is the best permanency option, are timely, well-supported and lifelong.
- Ensure youth have access to an array of resources to help achieve successful transition to adulthood.

DCFS has the authority and responsibility to coordinate communication between various components of the child welfare system, provide services to dependent-neglected children and their families, investigate reports of child maltreatment and assess the health, safety, and well-being of children during investigations. Additionally, DCFS provides services, when appropriate, designed to allow maltreated children to safely remain in their homes, to protect children when remaining in their home presents an immediate danger to their health, safety, or well-being, and to ensure that placements support the goal of permanency for children.

2.1.4 Current Environment

2.1.4.1 CHRIS Overview

The current information system used in Arkansas is the Children's Reporting and Information System (CHRIS). CHRIS is a fully automated, worker-based child-welfare information system that serves as a centralized source to store information (e.g., client, legal and service information), manage workloads (e.g., its tickler system for reminding workers/supervisors of time sensitive tasks) and is the official record for DCFS. CHRIS was designed to support foster care and adoption assistance case management practice. The CHRIS system obtained SACWIS compliance in April 2007.

CHRIS Applications/High-Level Overview:

- Client Server architecture
- Object Oriented Design
- PowerBuilder v12.5.2 build 5006
- Oracle v12c , SQL server 2012
- 625+ Screens , 750+ tables
- Financial Module - .NET
- 15 .NET applications – Public and Intranet (See Section 2.1.4.2)
- 10 System Interfaces including KidCare, OCSE, SSA
- Technologies used – SSIS, SSRS, TFS, QC, SCCM
- Agile – SCRUM, KANBAN

CHRIS has over 1350 users and serves more than 4000 foster children in the State of Arkansas. CHRIS captures activities in Information and Referrals; Investigations (including Central Registry); Cases (Child Protective, Supportive, Interstate Compact on Adoption and Medical Assistance, and Interstate Compact on Placement of Children); Independent Living Services and Adoptions; Providers (Placement and Non-Placement Services Providers); Training (Staff as well as Foster and Adoptive Providers); Assessments; Title IV-E Eligibility determination, Court information; and Staff (CHRIS User Demographics and Security Levels).

The system reduces paperwork, provides tools to track the children and families to assure that information being collected is correct. CHRIS is overseen by the Division of Administrative Services, Office of Information Technology (OIT). OIT supports DCFS's technical functions, including oversight CHRIS and related tertiary systems. Members of OIT are assigned directly to DCFS, work closely with the DCFS business representatives, and are co-sponsors of the CCWIS project to replace CHRIS. A vendor (Deloitte) also provides CHRIS support.

2.1.4.2 .NET Applications

There are a number of functions today that are performed in .NET applications that interface with CHRIS which the State expects to be integrated functions and features of the Future System. A list of these .NET applications can be found in the Bidders' Library. The current role of each .NET application is discussed in Attachment A.

In the event that the Future System does not offer a solution which provides an identical or substantively similar functionality as a .NET, the State is amenable to working with the Contractor to preserve one or more .NET applications and interface them with the Future System. This is not, however, the State's preference. In the event that the Contractor elects to preserve a .NET application, the Contractor **shall** be responsible for maintaining that .NET.

2.1.5 CCWIS Functional Areas Background

Attachment A - Agency Current Practices, Challenges, and System Needs by Functional Area provides information concerning the functional areas of DCFS at a high-level. It is not all encompassing of all DCFS processes, but rather an outline and summary description of key functional areas and what DCFS expects from its Future System. While the Future System **must** be modular, the functional areas listed in Attachment A are not intended to be a replica of the modularity required for the Future System. The Contractor is not expected to have a separate module for each section of Attachment A; the duties of DCFS are divided across sections below to facilitate an understanding only.

Please Note: The tasks, responsibilities, expectations and obligations set forth in the RFP and Attachments A, C and D represent the duties of the Contractor under the resulting Contract. Some, but not all, of the duties of the

Contractor listed in multiple attachments. Attachments C and D are Matrices which provide a structured way for Respondents to propose certain mandatory and non-mandatory requirements. Respondents will populate these Matrices as part of their Technical Proposal Submittal. Some requirements in the RFP and Attachment A do not appear in a Matrix and are not numbered, but **a duty or responsibility need not be specifically listed and numbered in a Matrix to be enforceable**. The numbered requirements are provided for ease of reference and do not enhance, or detract, from the enforceability of any duty or clause in the RFP and Attachment A regardless of its placement in a matrix.

2.2 BUSINESS DRIVERS AND STRATEGIC IMPERATIVES

2.2.1 Principles and Guidelines

To ensure success for the CCWIS system, the following architectural imperatives, principles and guidelines are put forth by DHS leadership:

- **Modular:** A modular design decreases operational costs and decreases the effort for Future System changes
- **Modern:** The Future System should have a modern look and feel and an improved user experience
- **Adherence to Federal Requirements:** The Future System **must** adhere to all Federal, CCWIS Requirements
- **Focus on User Needs:** Future System users will need to be able to use the future system via multiple channels and task-appropriate devices aligned with the DHS' model of practice
- **Enterprise Approach:** Integrate all systems support into an integrated solution reflecting the user's experience in using the system to support their work efforts
- **Integrated Access and Consistent Interface:** The Future System's user interface needs to provide users with an integrated access to all modules, data, and services relevant to the user group. Each user should be provided a consistent, customizable, and easy to use interface
- **Ease of Use:** The Future System will provide user-defined criteria for ease of learning, use, and support for State staff
- **Agile:** The Future System should be able to readily adapt to changing business needs quickly and with minimal technical resources
- **Scalable and Extensible:** The Future System needs to be scalable to accommodate additional users and extensible in expanding capabilities to meet future business needs and Federal and State mandates
- **Secure and Manageable:** The target architecture for the Future System needs to be protected against the common Internet threats and will be manageable within the existing operational and financial constraints
- **Location Independence:** Future System access should not be restricted based on the location of the user. Authorized users should have access based on their roles irrespective of their geographical location, including access on mobile devices
- **Data availability:** The most up-to-date version of data needs to be made available to Future System users at all times.
- **Data quality:** The Future System promotes the completeness, accuracy, consistency, and timeliness of CCWIS data, including approaches to actively monitor and manage data quality.
- **Electronic data collection:** The Future System employs an electronic data exchange standard to improve efficiency, reduce duplicate data collection, and promote a common understanding of data elements.

2.2.2 Other DHS Systems and Projects and Their Relation to CCWIS

DHS has a number of system and IT related projects ongoing. Many of these projects will interface with or impact the Future System. How they may interface or impact the Future System is discussed in greater detail throughout Attachment A. The new systems that potentially have the greatest impact on the project due to their extended implementation timelines are:

2.2.2.1 Arkansas Integrated Eligibility System (ARIES)

The ARIES project is implementing an Integrated Eligibility and Benefit Management (IE-BM) Solution for DHS. The State's goal is to employ a solution to allow citizens to submit an integrated application for citizens for multiple State benefit programs. The project has the following objectives:

- Migrate to a Person/Family-Centric Model of Practice, supported by a single, streamlined application and a single source of truth for all DHS benefits
- Leverage technology to improve consumer satisfaction, and deliver robust Self-Service and access to benefits
- Increase access to data and information for clients and staff
- Decrease technology risk and/or costs
- Improve operational efficiency and effectiveness
- Establish an Integrated Platform of reusable components that will decrease Total Cost of Ownership (TCO) and support future needs

The ARIES project will be implemented in two releases. Release 1 is scheduled to go live in October 2020 and Release 2 in October 2021. See *also* Section 1.8 of Attachment A.

2.2.2.2 Master Client Index

The design and implementation of a Master Client Index (MCI) – also referred to as the Master Person Index (MPI) - is included as part of the scope of the ARIES project. The MCI will be designed and implemented as an independent module and be accessible through the Enterprise Service Bus by other systems. The MCI will act as a single source of truth for all master Client information and be able to provide updates to any of the master data elements to the CCWIS system. See *also* Section 1.3.1 of Attachment A.

2.2.2.3 Master Provider Index

A Master Provider Index will be the single source of truth for all provider and supplier information. The state plans to implement a Master Provider Index in the future, but timing has not been determined. The current vision is to extend the Master Person Index to an eventual master provider and supplier index as well. This extension is out of scope for the ARIES project. See *also* Section 1.7.9 of Attachment A.

2.2.2.4 TR1 DHS Travel System

DHS has a stand-alone travel system to track and pay workers in all eight agencies for work-related travel expenses. DHS is planning to replace this system, however, timing and solution have not been determined.

2.2.2.5 KidCare

KidCare is a system used by DCCECE to track low income client and child data. The system uses the data to determine eligibility for low income childcare assistance. If eligible, authorizations for children to attend eligible childcare facilities are created that can be billed against by the childcare providers. KidCare is targeted for replacement; the replacement process is still in the early stages. See *also* Section 1.7.7 of Attachment A.

2.2.2.6 Rocket Matter

Rocket Matter, a computer system scheduled to be implemented by the Office of Chief Counsel, will track docket information including but not limited to hearing calendars, copies of court filings and orders. Full deployment of Rocket Matter is scheduled in early 2020. See *also* Section 1.10.2 of Attachment A.

2.2.2.7 Juvenile Justice Information System (JJIS)

The JJIS system is case management software that provides management of care for juveniles in a facility including storing case and client data and tracking documents, incidents, restraints, seclusions, and treatment plans. The Division of Youth Services (DYS) has determined that the current juvenile justice system, which was implemented on October 1st, 2004, has been heavily modified, is cumbersome to use, and does not support DHS operational requirements. A project has been initiated as part of a larger reorganization effort to replace their legacy system with a new system that more effectively supports their operational needs. The system has a tentative implementation date of June 30, 2020.

2.2.3 Leveraging State Technology

In addition to developing and implementing the systems surveyed in Section 2.2.2, the State is continuously improving its Enterprise Architecture strategy. These efforts may drive the State towards the adoption of standard software or tools which the State would want deployed throughout its systems. The Contractor **shall** work with the State to evaluate and, if appropriate, utilize State-standard tools and systems as part of the Future System.

2.2.4 Family First Prevention Services Act (FFPSA)

The Family First Prevention Services Act, which was signed into law on February 9, 2018, places a new emphasis on placing children who are eligible for foster care in family foster homes. The State will fully implement FFPSA by October 1, 2019.

2.2.5 Minimum Qualifications

In order to be considered as a viable vendor to the State for this project, the Contractor or its Subcontractors or employees (unless otherwise indicated below) **must** meet all of the below Minimum Qualifications.

2.2.5.1 Financial Stability

The Contractor **shall be** financially stable. As proof of meeting this requirement, the Respondent shall provide documentation, including a Dunn and Bradstreet report, Auditor's Report, and/or financial statements.

2.2.5.2 Experience in Health and Human Services or Analogous Commercial Work

The Contractor (or Subcontractor) **shall** have experience implementing a health and human services or analogous commercial system with five hundred (500) or more users. This experience could be a child welfare system, a system serving a health and human services client, or a system serving an analogous commercial client. This client could be a State, county, tribe, agency which claims Title IV-E funds, or analogous commercial client.

2.2.5.3 Experience in System Transition

The Contractor (or Subcontractor) **shall** have experience implementing a system which replaces a legacy system. This experience **shall** include the conversion of data from the legacy system to the system implemented by the Contractor (or Subcontractor).

2.2.5.4 Proposed System (or Component Thereof) in Use in Health and Human Services or an Analogous Commercial Setting

The system proposed by the Contractor (or a component thereof) **must** be in use in a health and human services or an analogous commercial setting. To be clear, this is not a requirement that the entire proposed system be in use in a health and human services or analogous commercial setting, nor is it an expectation that the proposed system (or its components) already be certified as a CCWIS.

2.2.5.5 Experience Producing Federal Reports

The Contractor (or Subcontractor) **shall** have experience implementing or maintaining a system which produces reports whose specifications are set by the Federal government.

2.2.5.6 Experience with Mobility

The Contractor (or Subcontractor) **shall** have experience implementing or maintaining a system which is accessible and usable (in whole or in part) on mobile devices.

2.2.5.7 Experience with Privacy

The Contractor (or Subcontractor) **shall** have experience complying with privacy and data security requirements analogous to this project (See Section 2.10), including but not limited to experience with HIPAA.

2.3 PROJECT GOVERNANCE AND MANAGEMENT

2.3.1 Project Steering Committee(s)

To manage the Contract and the engagement resulting from this RFP, the State will establish one or more Steering Committee(s). The Steering Committee(s) will be responsible for:

- Providing strategic oversight, guidance and direction
- Reviewing and approving any changes to the Contract (including changes to the scope)
- Reviewing and resolving issues and risks not resolved at lower levels and providing advice and insight into project management issues
- Approving any changes to project scope, schedule or budget and/or cancelling the project
- Reviewing proposed solution designs/architecture against DHS' architecture standards and DCFS business needs to ensure compliance and reuse of technology wherever possible

The Steering Committee(s) will be comprised of senior management personnel from the State, the State's Project Management Office (PMO) (see Section 2.3.3), and representation from the Contractor, facilitated by a chairperson appointed by State executive leadership. The committee(s) will convene regularly to provide direction or support required to the project and to support the State Project management team.

With regards to governance, the State Project Manager (a State resource, not to be confused with the "Project Manager," a Contractor resource defined in Section 2.7.2 Key Personnel), supported by the PMO, will lead the day-to-day activities required to manage the relationship. This includes:

- Reviewing Status Reports
- Oversees the Deliverables Approval Process
- Administering Performance Measures against SLAs and penalties (if required)
- Tracking progress of the Project
- Escalating any projected scope, schedule or budget which is significantly different than the scope, schedule or budget approved by the Steering Committee
- Approving any invoices

As needed, the State Project management team will be supported by other resources, including a PMO, Contract Management/Procurement and Finance.

2.3.2 Oversight Support

The complexity and challenges of developing and implementing the Future System justifies the services of a third-party Independent Verification and Validation (IV&V) oversight vendor. The State anticipates engaging an IV&V Vendor at the start of this project, the Contractor **shall** cooperate with an IV&V Vendor when one is engaged.

2.3.3 Project Management Office

The State has established a PMO which provides project management services to all of the projects within DHS. The PMO will assign project management staff to the project to coordinate with the Contractor's project management team, collaborate on developing and managing the project and drive State-specific tasks and activities. Additionally, the PMO has developed enterprise wide project management processes, standards, and templates. The DHS Project Management team will ensure the project's processes and reporting align and integrate with the DHS processes and are executed in alignment with the PMO's expectations. The Contractor **shall** coordinate with the PMO to ensure all standards are followed and/or exceptions are approved.

2.3.3.1 Organizational Change Management and Stakeholder Communication Plan

The Contractor is responsible for the project's Organizational Change Management (OCM) efforts, subject to the review, approval and routine and involvement of the State and the PMO. The Contractor **must** collaborate with and provide staff to support the OCM work.

Within ninety (90) calendar days of approval of the Overall SDLC Approach (see Section 2.4), the Contractor will submit the Organizational Change Management and Stakeholder Management Plan. To produce the Organizational Change Management and Stakeholder Management Plan, Contractor will perform an analysis of the stakeholders (Stakeholder Needs Assessment) to identify the organization's OCM, training and knowledge transfer needs. The understanding gained from performing this assessment will provide the information required to produce the Organizational Change Management and Stakeholder Communication Management. The plan will outline all OCM activities that will be performed throughout the project by the State, PMO and Contractor. The plan shall be subject to State review and approval. This plan will include, at a minimum:

- The OCM methodology that the Contractor and PMO will employ
- A current state assessment, identifying strengths and challenges of key stakeholder groups
- A definition of all communications outside of the project team
- Surveys and other mechanisms to capture the level of change acceptance with each stakeholder group
- Milestones when the OCM approach effectiveness will be re-assessed and modified

2.3.4 Deliverables Based Approach

The State will use a deliverables-based approach to determine progress and completion. The State and the Contractor will establish specific expectations for deliverables using the Deliverables Expectation Document (DED) process described below. All deliverables will be reviewed and approved using a structured and controlled process defined by and managed by the DHS PMO. These processes, structures and tools will govern any work done on the project. The Contractor must agree to these processes, and any work done not in compliance with these is completely at risk by the Contractor.

The Deliverable Management Plan, which is a sub-plan of the Integrated Project Management Plan (IPMP), developed by the Contractor and approved by the State, must further detail processes, roles, and templates to be used in the DED and deliverable approval process. The Deliverable Management Plan will align with the guidelines set by the State.

2.3.4.1 Deliverables Expectation Document (DED)

The Contractor will develop DEDs, in an approved State form and format, and Contractor deliverables must adhere to the information within the DED. The Contractor will not perform any work on any deliverable until the DED has been approved in writing by the State. The Contractor will use a standard template for all DEDs that will include at least the following:

- The purpose and a description of the deliverable
- An outline/table of contents for the deliverable including a description of the required content
- Identify the reviewers and approvers of the deliverable
- Acceptance criteria
- Interim steps the Contractor will perform and work products the Contractor will provide in completing the deliverable so State feedback can be incorporated early in the process and reduce the risk of delays when the final deliverable is produced

As each deliverable is submitted, the Contractor will include a copy of the associated DED.

2.3.4.2 Controlled Correspondence

In order to track and document requests for decisions and/or information, and the subsequent response to those requests, the State and the Contractor will use Controlled Correspondence.

Each Controlled Correspondence document will be signed by the State Project Manager (or designee) and the Contractor Project Manager (or designee). No Controlled Correspondence document will be effective until the signatures of both are attached to the document.

The Controlled Correspondence process may be used to document mutually agreeable operational departures from the specifications and/or changes to the specifications. Controlled Correspondence may be used to document the cost impacts of proposed changes, but Controlled Correspondence will not be used to change pricing.

Controlled Correspondence will not be the basis of a claim for equitable adjustment of pricing. Any changes that involve a re-allocation of Contract funds within the limits of the Contract will be by a Purchase Order Change Notice. Funds cannot be added to the Contract without an amendment.

Controlled Correspondence documents will be maintained by both parties in ongoing logs and will become part of the normal status reporting process.

2.3.4.3 Deliverable Acceptance

All Contactor deliverables are subject to review by the State prior to final approval, acceptance, and payment. Where appropriate, the Contactor will perform a walkthrough of a draft version of the deliverable with all appropriate State staff (including the State PMO) and solicit feedback prior to approval.

Acceptance of all Contactor deliverables will be completed via a Deliverables Acceptance Document (DAD) in a format approved by the State, and drafted for each deliverable by the Contactor.

Review time will depend on the complexity of the deliverables. The State will have no less than ten (10) working days to complete its initial review of the deliverable. The State will accept or reject the deliverables in writing using Controlled Correspondence and the DAD. In the event of the rejection of any deliverable, the Contactor will be notified in writing via Controlled Correspondence, giving the specific reason(s) for rejection. Unless agreed by the State due to complexity of the deliverable, the Contactor will have five (5) working days to correct the rejected deliverable and return it to the State via Controlled Correspondence. Failure by the State to complete activities within the timeframes noted does NOT constitute acceptance, approval or completion unless otherwise agreed upon by the State and the Contactor. The State's acceptance of a deliverable or the delay of a due date will be made in writing by an authorized State representative.

All payment requests (e.g., invoices) must include copies of the relevant DADs signed by the State stakeholder authorized to approve the deliverable. Deliverables and submitted/approved DADs must be tracked by the Contactor in a tracking tool approved by the State.

2.3.5 Project Change Management

This RFP captures the business narratives and requirements which, based on the State's current understanding, will deliver the business functionality required and optimize the benefits realized. However, the State expects the scope/requirements will need to be modified to deliver a system which better aligns with the State's needs. These potential changes can be uncovered by the project team during the detailed design or due to external forces such as legislative changes. This also includes changes to the baseline schedule. The State's goal is to establish an approach to ensure changes can be incorporated into the project however, the State's goal is to off-set any additional scope with the removal of low value scope (*i.e.* no net cost change due to Project Changes). The cost of new requests will be tracked against the cost of requirements that are removed to achieve a net of no cost over the life of the project. Note that no Federally required CCWIS requirements can be removed from the Scope.

When these changes are identified and the State agrees it is worth investigating, a formal change request must be submitted to the State, who will manage the Project Change Control process. This Project Change Request must include the justification for the change, a detailed analysis of the scope change (increase and decrease) and the impact of the change including, at a minimum, cost, schedule impact and anticipated hours required to implement the changes (with justification). The Contractor will lead the development of the change request with the State's collaboration. The State will work with the Contractor to manage it through the process to ensure the correct approvals are received.

Formal approval will be required prior to integrating the Project Change Request into the project. During the project initiation activities, the State will define the decision authority of different management/governance bodies (e.g. Project Manager, Steering Committee). The Proposer's Change Management Plan will define how the project's Change Management Process will integrate with DHS PMO's process including items such as the document template, process, roles and decision authority.

Once the Project Change Request is approved, the Contractor will update all deliverables (approved or in process) to reflect the changes.

Additionally, the State expects approved deliverables will need to be updated as additional information is identified. The State expects these deliverables to be maintained throughout the project and not be closed out until all documents have been verified as current and updated.

2.3.6 Project Library

The Contractor will establish an electronic project library (hosted on the State's document repository) that will be used by the entire project team for the entire duration of the Contract, including the Maintenance and Operations ("M&O") phase of the project (see Section 2.9) The Contractor is responsible for ensuring that all necessary State staff or State vendors (as determined by the State) receive access to the project library at no additional cost. All deliverables and

documents related to the Future System will be managed in this electronic library and be provided in a format accessible by the State’s standard suite of software and designated versions. Such State-standard software includes, but is not limited to, the Microsoft family of products (Word, PowerPoint, Excel, Access, SharePoint) and Adobe Acrobat. The State may require that the project library be housed on a State SharePoint site.

The project library will be the documentation repository and must serve as the primary access point for completed tangible results for each task. All deliverables and documents related to the Future System will be managed in this electronic library, including administrative information regarding budget, schedule, and project progress, as well as any other correspondence, reports, or project-related information. Documents will be accessible immediately. The Contractor will work with the State to ensure that the documentation repository is logically organized.

2.3.6.1 Release Notes

The Contractor will draft System Release Notes for any future modifications that may be made to the system over the life of the Contract for State use. The Release Notes will typically be an overview of the changes (high level non-technical description of change with screen shots as needed) to be used for informing user staff of changes. Drafts will be submitted to DCFS and ASP and will be distributed by the State to local users.

2.3.7 Deliverables Schedule

Throughout this RFP there are multiple references to deliverables the Contractor will furnish to the State and the timing of those deliverables. This schedule below seeks to summarize those deliverables in one place. Please note: the omission of a deliverable from this table does not affect that deliverable’s being due to the State at the associated time.

Deliverable	Approximate Due Date	RFP Section
Deliverables Expectation Documents	Before work is performed on any other deliverable listed in this table	2.3.4.1 Deliverables Expectation Document
Deliverable Acceptance Documents	With each deliverable submitted to the State	2.3.4.3 Deliverable Acceptance
Project Status Reports	Weekly over the life of the Contract	2.5.1.4 Project Status Reporting
Integrated Project Management Plan and required subplans: <ul style="list-style-type: none"> • Change Management Plan • Schedule Management Plan • Risk & Issue Management Plan • Performance Management Plan • Document Management Plan • Quality Management Plan • Requirements Management Plan • Resource Management Plan • Configuration Management Plan • Deliverable Management Plan • Subcontractor Management Plan • Closure Approach 	Within thirty (30) calendar days of Contract Start Date	2.5.1.2 Integrated Project Management Plan
Project Schedule	Within thirty (30) calendar days of Contract Start Date, updated every other week throughout the project	2.5.1.3 Project Schedule

Training Plan	One (1) year prior to the commencement of any training activities contemplated by the plan	2.8.1 Training Plan
Training Materials	Two months prior to commencement of training and updated as needed throughout the project & M&O	2.8.2 Training Curricula and Material Development
Requirements Traceability Matrix	Within thirty (30) calendar days of Contract Start Date	2.4 Overall SDLC Approach
Updated Requirements Traceability Matrix	At least thirty (30) days prior to completing the detailed functional design and as required throughout the project	2.5.2.1 Requirements Finalization, Validation, and Updates to Requirements Traceability Matrices
Design Document	Within thirty (30) calendar days of Contract Start Date	2.4 Overall SDLC Approach
Interfaces Plan	Within sixty (60) calendar days of approval of the System Architecture	2.4.4 Interfaces Plan
Data Quality Standards and Automated Data Quality Approach	Within thirty (30) calendar days of Contract Start Date	2.5.4 Data Quality, Data Conversion, and Data Migration
Data Conversion Plan	Within sixty (60) calendar days of Contract start date	2.5.4.1 Data Conversion Plan
Overall SDLC Approach	Within thirty (30) calendar days of Contract Start Date	2.4 Overall SDLC Approach
System Architecture	Within thirty (30) calendar days of approval of the Overall SDLC Approach	2.4.1 System Architecture
System Security Plan	Within thirty (30) calendar days of approval of the System Architecture	2.4.2 System Security Plan
Technology Environments Specification and Infrastructure Plan	Within thirty (30) calendar days of approval of the System Architecture	2.4.3 Technology Environments Specification and Infrastructure Plan
OCM Plan	Within ninety (90) calendar days of approval of the Overall SDLC Approach	2.8.3 Organizational Change Management (OCM), End User Training and Knowledge Transfer (KT) Tasks
Contractor Local Office opens	Within ninety (90) calendar days of Contract Start Date	2.7.5 Contractor Local Office
Stakeholder Management Plan	Within ninety (90) calendar days of approval of the Overall SDLC Approach	2.8.3 Organizational Change Management (OCM), End User Training and Knowledge Transfer (KT) Tasks
Project Communication Management Plan	Within ninety (90) calendar days of approval of the Overall SDLC Approach	2.8.3 Organizational Change Management (OCM), End User Training and Knowledge Transfer (KT) Tasks
Data Conversion Testing Report and Results	At least thirty (30) calendar days prior to beginning UAT	2.5.4.2 Data Conversion Testing Report and Results
Master Test Plan	Within Sixty (60) calendar days of Contract start date	2.5.5.1 Master Test Plan
System Integration Test Readiness Checklist	Thirty (30) calendar days prior to the start of System Integration Testing (SIT)	2.5.5.2 Completed System Integration Test Readiness Checklist
SIT Report and Results	Within ten (10) calendar days of completing System Integration Testing (SIT)	2.5.5.3 System Integration Testing (SIT) Report and Results

UAT Report and Results	Within ten (10) calendar days of completing UAT	2.5.5.5 UAT Report and Results
Business Contingency Plan	Ninety (90) calendar days prior to beginning of Go-Live	2.5.6 Implementation and Go-Live
Disaster Recovery Plan	Ninety (90) calendar days prior to beginning of Go-Live	2.6 System Hosting & 2.9.5 Role of the State During M&O
Operational Readiness Review (ORR)	Prior to Implementation, in accordance with agreed upon Implementation timeline	2.5.6 Implementation and Go-Live
Implementation Plan	Ninety (90) calendar days prior to beginning of Go-Live, unless a “big-bang” implementation is undertaken, in which case the plan will be due six (6) months prior to the beginning of Go-Live	2.5.6.1 Deployment Plan (if applicable)
Systems Operations, Support, and Transition Plan	Ninety (90) calendar days prior to beginning of a Pilot (if applicable) or other Go-Live tasks	2.5.6.2 Systems Operations, Support, and Transition Plan
Formal System Acceptance Criteria	30 days prior to release(s)	2.5.6.4 Formal System Acceptance
Draft Completed Release and Project Close-Out Checklist	Within thirty (30) calendar days of completion of Go-Live of the entire Future System	2.5.6.5 Completed Release and Project Close-Out Checklist
Final Completed Release and Project Close-Out Checklist	Within sixty (60) calendar days after Go-Live	2.5.6.5 Completed Release and Project Close-Out Checklist
Completed Release and Project Close-Out Checklist	Within sixty (60) calendar days after Go-Live	2.5.6.5 Completed Release and Project Close-Out Checklist
Completion of All Warranty Activities Report	Once the Contractor successfully addresses the final unresolved defect/issue surfaced during warranty	2.5.7.1 Completion of All Warranty Activities Report
OCM Executive Briefings (in collaboration with the PMO)	Within ten (10) business days of the end of a quarter or key OCM milestones	2.8.3.1 OCM Executive Briefings
Project Change Requests	When necessary scope/requirements changes are identified over the life of the Contract	2.3.5 Project Change Management
System Release Notes	When any future modifications that may be made to the system over the life of the Contract for State use	2.3.6.1 Release Notes
OCM Executive Briefings (in collaboration with the PMO)	Within ten (10) business days of the end of a quarter or key OCM milestones	2.8.3.1 OCM Executive Briefings
Overview of Available Software Upgrades	At least once per year, over the life of the Contract	2.9.3 Software Upgrades
Updated Staffing Plans	At least once per year, over the life of the Contract	2.7.1 Staffing Plan
Overview of Available Software Upgrades	At least once per year, over the life of the Contract	2.9.3 Software Upgrades
Train-the-Trainer Content	To be determined by the State at a later date	2.8.2 Training Curricula and Material Development
Disengagement Plan	To be determined by the State at a later date	2.11 Transition to a Subsequent Vendor

2.4 OVERALL SDLC APPROACH

Within thirty (30) calendar days of Contract Start Date, the Contractor will submit the Overall SDLC Approach which will build upon its proposal and what is memorialized in the Contract with the State. The purpose of the Overall SDLC Approach is to demonstrate that the Contractor has a strong understanding of the State's requirements as well as a well-defined vision for how the Future System will be developed. The State shall have the right to review, approve or request reasonable changes to the Overall SDLC Approach prior to its finalization.

The Overall SDLC Approach provides a comprehensive SDLC approach elaborating on how the Contractor intends to implement the various phases of the project lifecycle and how it aligns with the State's framework. This includes an overview of the different SDLC phases and how this project will approach the different phases. To develop this, the Contractor will:

- Gain a deep understanding of the business processes and the functionality that the Future System will provide
- Establish the guiding principles for the project (e.g., minimize custom development)
- Assess the end-user needs and DHS culture and finalize the methodology and tools that will be used to analyze and validate requirements (including interviews, workflow analysis, JAD sessions, mock-ups, Usability Studies, etc.)
- Develop a Requirements Management Plan (sub-plan to the IPMP) that establishes a process for creating, tracking, updating, and managing changes to the requirements traceability matrix (RTM) throughout the lifecycle of the project (including mapping requirements to design documents and test cases) to ensure all requirements have been developed and are met
- Establish the Configuration Management Plan (sub-plan to the IPMP) mechanisms for managing the configurations and custom code through development
- Work with the State to define how technical decisions will be made to ensure the Future System aligns with State standards
- Establish the approach to developing technical standards and confirming conformance to the standards
- Work with the State to define how State staff will work with the Contractor's team for the duration of the project
- Identify major technical challenges the Contractor must overcome to implement the Future System
- Define the tools to be used to manage the DDI process (e.g. requirements repository, document repository)
- Capture the approach the Contractor will follow to build the Future System including:
 - SDLC methodology
 - Requirements validation and requirements traceability
 - Release strategy
 - System design
 - System build
 - Testing
 - Piloting the system (if applicable)
 - System roll-out
 - Approach to interfacing and coordinating with the governance bodies
 - Plan for ensuring the system aligns with the established standards

2.4.1 System Architecture

Within thirty (30) calendar days of approval of the Overall SDLC Approach, the Contractor will submit the System Architecture. The System Architecture will describe the set of technologies that support the Future System, detail the software components, design patterns, technology infrastructure and the conceptual, logical and physical architectures for the Future System. This System Architecture will define and document:

- A conceptual architecture that will produce a design to fulfill stakeholders' functional expectations
- A logical architecture that defines the interfaces for each service, and include data field definitions and their validation rules
- A physical architecture that defines the various services of the Future System and how they will be implemented
- A list of COTS or cloud/SaaS software to be implemented (if applicable) and how they will be integrated to produce a seamless user experience
- A detailed list of all the proposed production environment platforms, including Hardware, OS, Networking, and all COTS or cloud/SaaS and third-party systems/tools/ utilities for each environment.
- How the architecture design features ensure that the Future System can scale as needed for future requirements
- How the Future System will ensure performance based on expected data and user loading/traffic, during peak volume and key critical business periods
- How the Future System will meet current capacity requirements and ensure the ability to scale

- Availability and resilience controls such as redundancy, clustering, load balancing, failover capabilities, and fault tolerance
- Mapping of Technical Requirements to the solution and design
- Confirmation that the architecture conforms to established standards
- Data integration architecture to ensure duplicate records are not created

2.4.2 System Security Plan

Within thirty (30) calendar days of approval of the System Architecture, the Contractor will submit the System Security Plan. The System Security Plan will include an overview of the risk scenarios and the approach to known risk threats and known vulnerabilities. The plan will provide the security architecture, processes and controls to meet State and Federal Requirements (including firewalls, zoning, encryptions, intrusion prevention, hardening, remote access, etc.). See Section 2.10 for a discussion of what is required from the System Security Plan.

2.4.3 Technology Environments Specification and Infrastructure Plan

Within thirty (30) calendar days of approval of the System Architecture, the Contractor will submit the Technology Environments Specification and Infrastructure Plan. The Technology Environments Specification and Infrastructure Plan will define the infrastructure the Contractor must provision to support the project including, at a minimum, hardware, operating system, networking, and all COTS or cloud/SaaS software. This will include specifications for each of the environments the project will require.

2.4.4 Interfaces Plan

Within sixty (60) calendar days of approval of the System Architecture, the Contractor will submit an Interfaces Plan. The Interfaces Plan will detail all of the anticipated interfaces between the Future System and other systems (including but not limited to the interfaces discussed in Section 1.11 of Attachment A), the plan for coordination with the interface partner, the context for these interfaces, including their purpose, definition, frequency of exchange, adherence to federal and state standards, anticipated date of development and any other salient information.

2.5 SYSTEM DESIGN, DEVELOPMENT, AND IMPLEMENTATION

This section captures the State's expectations regarding the stages and deliverables for the Future System Design, Development, and Implementation (DDI) process. This RFP is intended to offer Respondents the leeway to propose what they believe is the optimal path to implementing the proposed Future System. This Section 2.5 is intended to set the State's minimum expectations for DDI which a Respondent's proposal will incorporate.

2.5.1 PLANNING AND MANAGEMENT

The Contractor will perform the activities required to manage and lead the project and its team through the entire project lifecycle. During the beginning of the project, the Contractor will work with the State and the DHS PMO to establish the processes and tools required to manage and control the project. This includes facilitating a Kick-Off Presentation, preparing on-boarding materials for team members (State and Contractor), establishing the tools required to control the project (e.g. document repository), and producing an Integrated Project Management Plan (IPMP) and a Project Schedule. As part of the Project Management activities, the Contractor will provide a detailed overview of the proposed system to selected project and DCFS staff, sometimes referred to as a "boot camp," and training on any tools and best practices. The Contractor's Project Management team will collaborate with DHS' PMO to align their standards, templates and processes with the DHS PMO's or ensure the PMO agrees to any exceptions.

The Contractor will then need to, in collaboration with the State, execute the processes outlined in the IPMP and track and report project progress (e.g. activities completed, risks, issues, status) for the duration of the project.

2.5.1.1 Project Establishment Checklist

Within thirty (30) calendar days of Contract start date, the Contractor will submit a checklist confirming that the following key project establishment activities have been completed:

- Contractor has signed a lease for the facility contemplated by Section 2.7.5
- All Contractor DDI Key Staff provided State credentials and "Welcome Package"
- Connectivity to all required legacy and project systems for Contractor and State staff has been established
- Contractor staff directory, containing all contact information and project titles, has been provided to the State Project Manager

- The Project Kick-Off has occurred. The Kick-Off is a presentation to the entire project team and key stakeholders to familiarize them with the project and includes:
 - Project Overview
 - Project Schedule (high level)
 - Objectives and Definitions
 - Process (including change management, change control, and issue/risk management)
 - Roles and Responsibilities
 - Keys to Success
- The “boot camp” (referred to in Section 2.5.1) has occurred.

2.5.1.2 Integrated Project Management Plan

Within thirty (30) calendar days of Contract Start Date, the Contractor will submit an Integrated Project Management Plan that will capture all of the project management processes, roles and responsibilities and templates which will be executed throughout the project to effectively manage and control the project. The approach will be consistent with the PMI Project Management Methodologies stated in the PMBOK or equivalent and must align and integrate with the DHS’ PMO’s processes. This plan will encompass the entire project lifecycle from project initiation to handoff to M&O and will incorporate content for which DHS PMO is responsible. The IPMP will, at a minimum, consist of the following sub-plans:

- Change Management Plan: Outlines the processes required to ensure the Future System and the project meet all of the requirements outlined in the contract and how deviations will be tracked and managed. This Plan will also cover Scope Management (how changes to scope, schedule and budget are tracked, reviewed and approved).
- Schedule Management Plan: Captures how the Project Schedule will be maintained, monitored for variances, what types of corrective actions will be taken to address schedule variances during the life of the project and the process, roles, and responsibilities involved in making changes to the Project Schedule
- Risk and Issues Management Plan: The Contractor, with the support of State team members, will submit a baseline Risk Assessment in addition to the Risk and Issues Management Plan to the State Project Manager
- Performance Management Plan: The Contractor will create a performance management plan that will provide a comprehensive approach on how the Contractor intends to monitor, track and report on baseline metrics for each performance area (See also Attachment I - Performance Based Contracting)
- Document Management Plan: The Contractor will develop and maintain a Project Information Library (PIL) that will be overseen by the Project Management Team in a single repository (on site and owned by the State) used to store, organize, track, control and disseminate all information and items produced by, and delivered to, the project. The Document Management Plan will include a description of the PIL file structure with defined access and permissions.
- Quality Management Plan: Defines the project approach and processes that will be instituted to ensure the satisfactory development and implementation of all business requirements and deliverables
- Requirements Management Plan: Describes the process and roles and responsibilities for documenting, baselining, validation, review, management, tracking, testing, and control of the project’s technical and functional requirements from the initial baseline set of requirements through project implementation
- Resource Management Plan: Captures the projected resources required and the processes for identifying, qualifying and onboarding new team members, and removing a team member. See also Section 2.7.1 for expectations regarding the Resource Management Plan.
- Configuration Management Plan: Establishes the technical and administrative direction and surveillance for the management of configuration items (i.e., software, hardware, and documentation) associated with the project.
- Deliverable Management Plan: Captures the processes, template, and roles and responsibilities for accepting deliverables (content provided by the State)
- Subcontractor Management Plan: Details how the Contractor will manage its subcontractors, other suppliers, and other partners (e.g., software vendors or cloud service providers)
- Closure Approach: Captures the activities the Contractor will perform to formally close a release and the entire Project

2.5.1.3 Project Schedule

Within thirty (30) calendar days of Contract Start Date, the Contractor will submit the Project Schedule. The Contractor will update the Project Schedule at least weekly and/or upon request by the State. The Project Schedule will include a Work Breakdown Structure and be in Gantt chart format and submitted in Microsoft Project. The Project Schedule will breakdown the project into discrete increments documenting the estimated effort and will include major milestones, dependencies, task durations, responsibility assignments, checkpoints, go/no-go decision points and other characteristics of a project schedule.

2.5.1.4 Project Status Reporting

The Contractor will provide Project Status Reports weekly. The Project Status Report must capture, at a minimum, the status of the project including:

- Graphical statuses of scope, schedule, and budget (red, yellow, or green and a definition of each color level)
- Accomplishment of the last reporting period and objectives for the next reporting period
- Client responsibilities for the next reporting period
- Actual/projected Project Schedule dates versus baseline Project Schedule milestone dates
- Projected completion dates compared to approved baseline key dates
- Recovery plan for all work activities not tracking to the approved schedule
- Escalated risks, issues (including schedule and budget), and action items
- Key dependencies with other State efforts and activities
- Disposition of logged issues and risks
- Organizational Change Management (OCM) status and activities
- Important decisions made and/or upcoming decisions
- Any staffing changes
- Pending scope change requests
- One-page graphical summary of the Project Work Plan status of all major tasks and subtasks in the Project Plan
- Status of specific activities, depending upon the stage of the project. For example, during design, report detailed status for design development, submission, and approval by functional area or other criteria, level to be agreed upon with the State
- These status reports must be an integrated view of the project (*i.e.* State Project Managers have input into the content)

2.5.1.5 CCWIS Compliance

DCFS is committed to compliance with ACF's CCWIS regulations. Achieving compliance is key to our success. The Contractor will work closely with the State and the PMO Contractor to ensure all CCWIS requirements have been met and tested. To this end, the Contractor will submit a CCWIS Compliance Plan within thirty (30) calendar days after Contract start date. The CCWIS Compliance Plan will include the Contractor's approach to ensuring CCWIS compliance, describe the compliance requirements traceability and tracking process including the testing approach, and outline the process for monitoring and reporting on compliance progress.

The Contractor shall be able to adapt to changes to the CCWIS regulations throughout the duration of the project. This plan will require special focus on data quality and interfaces, as well as other areas of CCWIS compliance

2.5.2 REQUIREMENTS FINALIZATION AND VALIDATION

In order to ensure that the Contractor fully understands the Future System requirements, the Contractor will lead and facilitate the process for finalizing, reviewing, and validating the detailed Functional and Non-Functional Requirements documentation. The Contractor will update these documents with any agreed upon changes.

2.5.2.1 Requirements Finalization, Validation, and Updates to Requirements Traceability Matrices

At least thirty (30) days prior to completing the detailed functional design, the Contractor will confirm the design will capture the entire functional scope required. The Contractor will finalize, validate, and update the Requirements Traceability Matrix (to capture any agreed upon changes) and the Requirements (based on any agreed upon changes) to clarify the scope and map these updates to technical components, test cases, or equivalent.

2.5.3 DESIGN AND DEVELOPMENT

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

2.5.4 DATA QUALITY, DATA CONVERSION, AND DATA MIGRATION

The Contractor will be responsible for leading and performing the data conversion and migration activities. The State anticipates that conversion and migration activities should begin contemporaneously with the project. The State expects that all data in CHRIS (and its associated data in the other systems) be converted and migrated to the Future System. The State will require the vendor to provide auditing reports to validate that all data has been mapped and converted accurately and completely.

Data conversion will need to occur from multiple legacy systems, including CHRIS, multiple .net applications, and Child Welfare documents in Edoctus, the current DCFS document management system. Data conversion and migration activities include working with the state to determine the data to be converted, building a data conversion schedule, tracking each data element being converted, validating that all records/images converted equals number of records/images written to the new database, testing the converted data in the shell of the future system, reporting progress and ensuring adequate staff is assigned to the effort.

The Contractor will implement and develop any tools required to convert the data into a format to be imported into the Future System, cleansing and de-duplicating the data as it is integrated into the solution. Additionally, all images currently stored in the legacy systems need to be migrated to the Future System. The Contractor will perform a trial conversion(s) prior to performing UAT, perform system testing with converted data, will collaborate with the State to resolve any data issues identified, and will provide tools and reports for the State to validate the data.

During and after data conversion, the Contractor will be responsible for supporting data quality within the Future System by participating in activities defined in the Draft DCFS Data Quality Plan (see Exhibit 26 in the Bidders' Library) and through the incorporation of automated data quality tools and logic rules that help promote data quality and prevent the input of invalid information. Within thirty (30) calendar days of Contract Start Date, the Contractor will submit a Data Quality Standards and Automated Data Quality Approach document that will describe the data quality standards that the Contractor proposes and outline the tools and processes that the Contractor will employ to ensure CCWIS data quality.

2.5.4.1 Data Conversion and Data Quality Plan

Within sixty (60) calendar after the start of the Contract, the Contractor will submit the Data Conversion and Data Quality Plan. This plan will be updated, by the Contractor, as needed thereafter. The Contractor will be responsible for understanding the data requirements during detailed design and gaining an understanding of the data available in legacy systems that may need to be converted. The Contractor will understand how much historical data needs to be converted based on program policy and by case status.

The Contractor will lead data conversion activities including building a data conversion schedule, tracking each data element being converted, validating that all records/images converted equals number of records/images written to the new database, reporting progress and ensuring adequate staff is assigned to the effort.

The Contractor will collaborate with the State to define a specification for the data to be extracted from the legacy systems. The Contractor will implement and develop any tools required to convert the data into a format to be imported into the Future System, cleansing and de-duplicating the data as it is integrated into the Future System. The Contractor will perform a trial conversion(s) prior to performing UAT, will collaborate with the State to resolve any data issues identified, and will provide tools for the State to validate the data.

The purpose of the Data Conversion Plan is to define the approach and plan for converting data from legacy systems into the Future System, managing data to ensure that converted data is provided for testing, performing ongoing data quality testing, and ensuring that confidential data is managed effectively. This includes, at a minimum:

- Identifying the data elements that need to be converted and the source systems
- Determining the amount of historical data that will need to be converted
- Mapping the relationships between the legacy data that needs to be converted and the data model for the Future System
- Identifying the approach to conversion (e.g. automated)
- Defining the approach to validating the converted data against legacy data and addressing any data discrepancies
- Specifying the approach to managing confidential data
- Describing interim deliverables
- Defining Roles and Responsibilities
- Identifying tools used to perform the transformation
- Outlining Tools/approach to track status/progress
- If required due to the release strategy, the approach and details regarding integrating with legacy systems and data synchronization
- Testing of converted data, including SIT testing within the future system prior to UAT
- Defining the approach for ongoing automated data quality testing

2.5.4.2 Data Conversion Testing Report and Results

At least thirty (30) calendar days prior to beginning UAT, the Contractor will deliver the Data Conversion Testing Report and Results. This report will verify that the converted data has been tested and is ready for production prior to performing UAT. This will include confirmation that all data that needs to be converted for the release to go-live has been reconciled to the legacy system and verified by the State. UAT will not commence until the State has approved the Data Conversion Testing Report and Results.

2.5.5 TESTING

The Contractor will be the lead and be responsible for the Future System testing effort. DCFS is interested in reviewing Respondents' proposals regarding potential automation methods and tools, an automated testing policy, and how the Contractor plans to utilize automation where appropriate during and after system implementation. The Contractor will define a testing methodology that utilizes automation and includes multiple testing cycles to ensure the entire Future System is functioning without issues.

The Contractor's methodology **must** meet Federal funding partner requirements (e.g., ACF) and be aligned with industry standard methodologies such as Software Engineering Institute, the Capability Maturity Model, International Standards Organization, ISO9000 or the Institute of Electrical and Electronics Engineers (IEEE) or IEEE 829 Standard for Software and System Test Documentation and related standards.

The Contractor, in collaboration with the State, will be responsible for performing and reporting on status of all testing required to fully test the Future System including:

- Unit Testing — Ensure each "unit" performs as outlined in the technical design
- String/Link Testing — Ensure multiple "units" work in conjunction with each other without issue
- Integration Testing — Ensure the Future System supports end-to-end business processes
- Policy Parallel Testing – Ensure the Future System aligns with policy
- Performance/Stress Testing — Ensure the Future System will meet the State's performance needs

Once the Future System has been fully tested and the Contractor is confident the Future System is ready for production, the Contractor will coordinate with the State, to perform final testing in an integrated environment. System testing will not overlap with final testing. Final testing will include:

- User Acceptance Testing (UAT) — Developed, performed and lead by the State end-users (the State and its PMO will develop test scripts leveraging the test scripts provided by the Contractor) with support from the Contractor. UAT should be about ensuring the System users have received a system that facilitates their business needs.
- Regression Testing — Performed by the Contractor, with the support of State testers, to ensure functionality currently in production continues to function. The Contractor will coordinate with the State.

2.5.5.1 Master Test Plan

Within Sixty (60) calendar days after Contract start date, the Contractor will submit the Master Test Plan. This plan will include, at a minimum:

- Approach to testing according to the proposed SDLC
- Types of testing to be performed, to include at a minimum
- Test data and database
- Testing environments
- Testing tools
- Test case development
- Documentation of test results, including an evaluation should include a summary of any outstanding issues/defects with the system and any other pertinent readiness issues
- A contingency plan component which identifies alternative strategies that may be used if specific risk events occur, such as a failure of test results to support a decision to proceed to the next phase of the project
- The testing schedule and how the testing schedule will be managed
- Specifics regarding the processes leveraged to track testing progress and defect resolution including items such as the definition of different test script status and, defect status
- The organization of the test team and associated responsibilities (definition of roles and named resources who will perform each role)
- Entrance and exit criteria for all types of testing
- Criteria for passing scripts (the decision criteria should be specific and measurable.)

- Testing progress status reporting and interim testing milestones and associated reports
- Definition of the Platform Readiness Test (this test must be passed prior to promotion to the pre-production environment)
- Entrance and exit criteria for each testing cycle (the decision criteria shall be specific and measurable.)
- Testing approach to performance and stress testing
- Approach to regression testing
- A UAT Test Plan
- A description of the UAT Readiness Checklist

2.5.5.2 Completed System Integration Test Readiness Checklist

Thirty (30) calendar days prior to the start of System Integration Testing (SIT), the Contractor will complete the System Integration Test Readiness Checklist. This will mark confirmation by the Contractor that all of the key System Test activities and artifacts are ready. The checklist will be established as part of the Master Test Plan and serve as documentation that, at a minimum:

- Test scripts and scenarios have been prepared
- The test data set has been defined and created
- Test scenarios have been mapped to functional and technical requirements
- Test environment has been configured
- Defect management tool and process has been established
- Progress tracking has been established (scripts pass, fail, pending *etc.*)

2.5.5.3 System Integration Testing (SIT) Report and Results

Within ten (10) calendar days of completing System Integration Testing (SIT), the Contractor will deliver the SIT Report and Results. This will ensure the entire Future System has been tested, and all rounds of testing are successful, prior to promoting the Future System to UAT. The Contractor will provide a formal Testing Report that should be aligned to Federal testing approval guidelines (ACF *etc.*). The Testing Report will include, at a minimum:

- Completed Test Scenarios, Test Cases and Test Scripts
- Testing Milestone Reports and other status reports
- Test Phase Final Results Report and Corrective Action(s) Plan
- Platform readiness test outcome report
- Requirements having passed SIT (*e.g.* all requirements are mapped to test cases and all test cases have passed)

2.5.5.4 Commencement of UAT and Completed UAT Readiness Checklist

It is important for the Contractor to note that the definition of UAT for this project is as follows: "User acceptance testing (UAT) consists of a process of verifying that a solution works for the user. It is not system testing (ensuring software does not crash and meets documented requirements), but rather ensures that the solution will work for the user (*i.e.*, tests that the user accepts the solution); software vendors often refer to this as "Beta testing".² UAT is not a second level of SIT; in other words, to proceed to UAT, SIT and data conversion testing have been fully and thoroughly executed and issues identified have been corrected, or if not corrected, the Contractor must certify and DCFS must agree that the identified issues do not impact DCFS's ability to perform UAT. If these criteria are not satisfied and DCFS is hampered in their ability to perform UAT due to system issues, UAT will be halted and the Contractor will be required to return to testing until system stability has been achieved.

The Contractor will create a UAT Readiness Checklist in accordance with the agreed upon project schedule. This shall ensure the entire Future System has passed SIT and data conversion testing and all activities and artifacts necessary to begin UAT have been completed. The checklist will be established as part of the Master Test Plan and serve as documentation of the Contractor's obligations regarding the following:

- The test data set has been defined and created
- Test scenarios have been mapped to functional and technical requirements
- UAT State participants have been fully trained in the functionality for their role
- System testing has been successfully completed and issues corrected
- Error tracking and reporting tools and methodology have been established and State users have been trained
- A testing tool/test harness/automated test framework has been implemented which will support automated regression testing

² "Acceptance Testing" from Wikipedia, www.wikipedia.org. Retrieved June 6, 2019.

- The development of automated test scripts

2.5.5.5 UAT Report and Results

The Contractor will support the UAT Lead's delivery the UAT Report and Results within ten (10) calendar days of the completion of UAT. This will ensure the entire Future System has been tested, and all rounds of testing are successful, prior to promoting the system to Pilot and Rollout. The Contractor will provide a formal Testing Report that should be aligned to Federal testing approval guidelines (ACF etc.). State approval will be contingent on Federal approval. The Testing Report will include, at a minimum:

- Completed Test Scenarios, Test Cases and Test Scripts
- Testing Milestone Reports and other status reports
- Test Phase Final Results Report and Corrective Action(s) Plan
- Platform readiness test outcome report
- Regression testing has passed
- Performance/stress testing has been completed and passed

Each of the above must meet or exceed the passing threshold and must be approved by the State and/or all applicable Federal partners.

2.5.6 IMPLEMENTATION AND GO-LIVE

The Contractor will lead the efforts to migrate the Future System into the production environment through migration to a stable M&O phase. This Section 2.5.6 and its subsections are intended to set forth the project document and artifacts the State believes are helpful in the implementation of the Future System. However, the State is also amenable to receiving proposals that propose different documents and artifacts if warranted, so long as the proposed departures still grant the equivalent insight, oversight and approval rights of the sections below.

The Respondent may propose an implementation of the Future System that involves a phased approach, a pilot, or a single "big-bang" implementation in its proposal. The Respondent's proposed implementation strategy should be informed by Respondent's experience implementing similar systems for similarly sized programs. The proposed strategy should take into consideration that DCFS's services cannot be interrupted for the implementation (*i.e.* users of the Future System must be trained in a manner that allows them to simultaneously meet their primary job responsibilities, CHRIS cannot be taken offline for an extended period prior to the Future System being fully operational, and DCFS's ability to perform the tracking and accounting necessary to fully leverage federal funds must not be jeopardized).

To support this approach, the Contractor will prepare and submit a Business Contingency Plan 90 days prior to the beginning of Go-Live. The Business Contingency Plan describes the steps necessary to keep business going when unexpected problems occur that interrupts DCFS services during implementation. The Plan will describe critical success factors and explain how problems will be addressed if circumstances occur whereby one or more critical success factors cannot be achieved. The Plan will address any cut-over risks, rollback/back-out, and recovery plans.

Contractor will prepare an Operational Readiness Review ("ORR") checklist for State approval (and ultimately the State's use) in accordance with the timing set forth in Contractor's Implementation Plan. The Contractor **must** comply with the results of the ORR.

After the Future System is migrated to production (from the point of release which has been validated and approved by the State to go into production), the key staff from the Contractor's project team will address the issues that arise during the initial weeks as part of its implementation duties (*i.e.* prior to the commencement of an M&O phase). The Contractor will provide the resources required to migrate users onto the Future System. In addition to the training (see Section 2.8) this could include deploying additional software/hardware or staff resources to field offices, enabling users in the Future System, or migrating data from legacy systems/shutting off use of the legacy systems.

The Contractor will provide project resources (cut-over support team) to support the Future System immediately after it is deployed into production. During this period, the Contractor will provide interim support processes (*e.g.*, a "war-room") until the State is comfortable that the number of issues/user issues has diminished to a level that can be managed by the more controlled and structured M&O processes. Once the Future System is stabilized (approved by the State based on the number of open issues) the Contractor will migrate support to the M&O team.

2.5.6.1 Implementation Plan

Contractor will develop an Implementation Plan at the stage of the project commensurate with its approach (*e.g.* if the Contractor pursues an agile implementation in phases, the Implementation Plan will be at the beginning of the project, if a "Big-bang" strategy is pursued, the Implementation Plan will be due six months prior to Implementation). The Implementation Plan will ensure the Contractor has a plan to smoothly migrate the Future System from testing to production. This plan, a draft of which will be subject to State review and approval, will include, at a minimum:

- Detailed, step-by-step plan to deploy the Future System into the production environment including key checkpoints
- Site planning requirements
- Implementation WBS or checklist with Roles and Responsibilities by activity
- Tested (during migration to the pre-production environment,) including regression testing prior to go-live, and scripts for migrating the Future System to production

The Implementation Plan will contain a Roll-Out Plan. The Roll-Out Plan will ensure the Contractor has a plan to smoothly migrate users onto the Future System. A plan will include, at a minimum:

- Plan for rolling out the Future System to the organization
- Plan for the Future System pilot to establish objectives, metrics, success criteria and other key planning information
- Schedule for deploying the Future System, training of end-users, and activating of users
- Go/no-go decision points
- Contingency plans

2.5.6.2 Systems Operations, Support, and Transition Plan

Ninety (90) calendar days prior to beginning of a Pilot (if applicable) or other Go-Live tasks, the Contractor will submit the Systems Operations, Support, and Transition Plan. The Systems Operations, Support and Transition Plan will ensure the Contractor has a plan to smoothly migrate the Future System to M&O (from the point of release which has been validated and approved by the State to go into production). The plan will detail how the Contractor will leverage the M&O processes to manage the issues/defects and fixes and will report progress as part of the M&O reports.

2.5.6.3 Formal System Acceptance

For any release ranging from a “big bang” of the entire Future System to “go-live” to the implementation of a particular module or pilot, the Contractor and State will mutually agree upon the means by which the State shall accept the release 30 days prior to the release in a Formal System Acceptance Criteria. In the event of an incremental release (*i.e.* by modules or post-pilot) the Formal System Acceptance Criteria will be updated with each State acceptance.

Once the entire Future System (*i.e.* the Future System in a “big bang” implementation, or the final module in a staggered implementation) has been migrated to production and rolled out to the entire organization, the Future System will be stabilized to allow support to be migrated from the cut-over support team to the M&O team. This will be considered complete once the State confirms the Future System will allow users to perform the end-to-end business processes without issues, improve efficiency/usability, and on the contingency that all applicable Federal partners have approved the results.

2.5.6.4 Project Close-Out Checklist

Within thirty (30) calendar days of completion of Go-Live of the entire Future System, the Contractor will submit a draft Completed Release and Project Close-Out Checklist for approval. Within sixty (60) calendar days after Go-Live, the Contractor will submit the completed checklist indicating that all activities have been approved/accepted. The purpose of this checklist is to ensure all project activities and the migration to M&O are complete and that all known functionalities have been implemented and the appropriate legacy application(s) have been retired. This checklist will include, at a minimum:

- Proof that all deliverables are up-to-date and approved, including compliance determinations from ACF
- Control of all system and training documentation has been transferred to the M&O team
- Lessons learned are fully documented
- Tactical activities are complete (*e.g.*, returning project team members’ badges and removing systems access, if applicable)
- Ensuring hand-off of source code and State ownership of all source code and configurations
- All system issues identified during implementation have been remediated or addressed to DCFS satisfaction
- All regression test scripts have been completed and are ready to support future regression testing

2.5.7 STEADY STATE (WARRANTY PERIOD)

The Contractor **must** warranty the Future System for 12 months after all of the Future System functionality has been rolled out to all users, from the date of each release. During M&O period any defects identified will be addressed by the Contractor at no additional cost to the State. The Contractor may leverage the M&O processes to manage the issues/defects and fixes and will report progress as part of the M&O reports.

2.5.7.1 Completion of All Warranty Activities Report

Once the Contractor successfully addresses the final unresolved defect/issues surfaced during warranty, the Contractor will deliver the Completion of All Warranty Activities Report. This shall summarize all warranty fixes. This report, at a minimum, will include a summary of all defects fixed under warranty, the defect priority and the time between the defect being reported and a fix deployed into production.

2.6 SYSTEM HOSTING

The State is interested in receiving proposals from Respondents which, where possible, separately price State-hosted and Contractor-hosted options. The State is interested in seeing the following hosting options for the Future System, as applicable:

- 1) On-Premise (State hosted)
- 2) Private Cloud
- 3) Hybrid Cloud
- 4) Public Cloud
- 5) SaaS, PaaS or other emerging options

In the event of a State-hosted Future System, the Department of Information Systems (DIS) can provide and maintain all the required infrastructure for all environments as agreed to between the State and the Contractor as part of the final Contract (notwithstanding Future Systems which cannot be hosted by the State, e.g., SAAS solutions). The State's hosting capabilities are outlined in Section 2.6.1.

If the Contractor proposes to host the Future System (either on its hardware or from the cloud) it should refer to Section 2.6.2.

2.6.1 STATE HOSTING

2.6.1.1 Data Center and Hosting

When practicable, the State has the ability to host applications "in-house".

DHS has a small Data Center of networked, rack mounted servers using WINDOWS environment on premises in DHS' downtown Little Rock office complex. To improve data security, and provide for a greater level of operations infrastructure redundancy, DHS is in the process of moving mission critical servers to the Data Center operated by the Department of Information Systems (DIS).

DIS manages the State Data Center in a secure, 12,800 square feet environmentally controlled area. The data center is operational 24 hours a day, seven days a week, and 365 days a year in order to provide consistent availability of the State Data Center and the systems hosted on the data center floor. DIS currently offers data center and hosting services, including but not limited to Mainframe services, Windows, UNIX and Linux server hosting, enterprise data storage services, Exchange email and disaster recovery services.

DIS also manages a disaster recovery Data Center where the disaster recovery environment is currently hosted. This facility is also in Little Rock. The State will provide the disaster recovery infrastructure (unless the optional Hosted Private Cloud Service is purchased), however, the Contractor will be responsible for the Future System using an Active-Passive setup with 50% capacity.

2.6.1.2 Network Infrastructure

The State will own and manage all of the network infrastructure as it does currently.

DHS' goal is to have all LAN-connected PCs and networking hardware monitored and managed remotely. The WAN communications protocol is TCP/IP.

- The DIS is responsible for all WAN issues
- It is DHS' intent for DIS to be also responsible for all LAN maintenance and operations

The Contractor's proposal should reflect that the network infrastructure will be provided by the State.

2.6.2 CONTRACTOR-HOSTED

The State is interested in understanding if there is value in having the Contractor host their solution rather than having DIS host the solution on behalf of DHS. The State would expect the Contractor to provide this as a service to DHS and be governed by Service Level Agreements. This service will include all components (e.g. OS, servers, data center, network, storage, security etc.) and the related managed services (e.g. back-up, disaster recovery) required to provide the hosting as a service. The service expectations will align with the services received from DIS.

Under a Contractor hosted scenario, the Contractor will provide, operate and maintain the facilities and technology infrastructure (e.g. data center, racks, servers, storage, network and operating system, engineered appliances) required to support the Future System, including the disaster recovery environment. This includes:

- Provide Network, Hosting, and Data Center Infrastructure Services 24 hours per day, 7 days per week except for planned downtime
- Ensure infrastructure security aligns with DHS' security policies
- Provision of infrastructure capacity as needed
- Provision of environments
- Manage storage
- Provide operating system, application and database backup and recovery services
- Perform infrastructure capacity planning
- Provide Level 2/3 support for infrastructure in accordance with the DHS' incident management processes
- Plan and execute required infrastructure changes in accordance with the DHS' change and release management processes
- Plan and execute infrastructure software updates into production
- Maintain infrastructure configuration in accordance with the DHS' configuration management process
- Ensure consistency and synchronization of disaster recovery environment with production environment
- Participate in periodic (twice annual) disaster recovery testing
- Manage disaster recovery infrastructure environment to meet Recovery Point Objectives and Recovery Time Objectives
- Plan and execute OS and system utilities patches

When proposing cloud, private cloud, or hybrid cloud solutions, Respondents should make sure to clearly identify provisions, terms, conditions and details around the following areas:

- 1) Cost (in the Cost Proposal Template only – **no cost should be referenced in the Technical Proposal**)
- 2) Performance
- 3) Data Management
- 4) Governance
- 5) Service Levels
- 6) Location of Data
- 7) Contractor obligations in the event of a data breach
- 8) Provisions for data export and exit strategy
- 9) Provisions for data destruction by vendor after contract termination
- 10) Data Security
- 11) Regulatory compliance
- 12) Change processes and procedures
- 13) Information access costs/requirements (e.g. FOIA request)

2.6.2.1 Cloud Native Offerings

The Contractor may also offer a cloud-based (native) Future System to the State delivered as a software-as-a-service (SaaS) offering. The offering could be from a private cloud, secure public cloud, or government cloud. However, given the importance of protecting State data, any cloud offering **must** adhere to the security standards agreed upon in the Contract.

If Contractor proposes a cloud-based offering, Contractor will still be accountable for the duties outlined in Section 2.6.2 related to support and disaster recovery. Contractor will also be responsible for the Service Level Agreements related to hosted solutions.

2.7 PROJECT STAFFING

DCFS understands that staffing of this engagement will be critical to its success, and DCFS will closely evaluate Proposals for the appropriate consideration and structure of the proposed staffing model including the identified Key Personnel. Consideration will be given to Proposals that can effectively use identified staff and do not require an unrealistic expectation of DCFS staff.

The Contractor will provide a team to complete all tasks and deliverables. The Contractor will lead these activities and deliver the related services, and should not expect direct State support resources to be available beyond what is described within this RFP. The Contractor will employ staff in sufficient number and with sufficient expertise and experience to meet the needs of the State.

The Contractor will perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member **shall** be staffed on this project if they have committed an offense that would preclude State employment as a “designated information technology position” pursuant to Arkansas Revised Statute § 21-15-111.

To ensure child safety, to the extent that Contractor staff may be required to be in the same facility as Clients (e.g. a field office to perform training), the State requires those members of the Contractor’s staff to be subjected to the same background checks as DCFS employees, at Contractor’s expense. The parameters of these checks, and the associated prohibited offenses, are located in ARS § 21-15-102.

The Contractor will maintain responsibility for all costs related to providing all the staff necessary to meet the requirements in this RFP, including but not limited to staff, staff expenses, staff overhead, staff travel, or any related staff expenses, except as specifically provided in the Contract.

2.7.1 RESOURCE MANAGEMENT PLAN

The Contractor will develop a comprehensive Resource Management Plan, that demonstrates an understanding of the services required and addresses the Contractor’s resource plans during all phases of implementation as well as the resource plans to support ongoing operations. The Contractor should clearly describe the roles of each proposed staff in the phases they will be participating. At a minimum, the Resource Management Plan will include:

- a. Number, type, and categories of staff proposed
- b. Staff qualifications
- c. Staff work location, including expected on-site presence in Little Rock
- d. Recruiting, transition, and training plans for new staff
- e. Recruiting, transition, and training plans for reassigned staff
- f. Methodology to replace vacant Key Personnel positions in a timely manner

The State requires that the Contractor provide names and CVs of Key Personnel (see Section 2.7.2) for both the Design, Development, and Implementation (DDI) and Maintenance & Operations (M&O) stages of the project. The State reserves the right to request the Contractor’s staffing levels by role and number of years’ experience for each staff member in their specific role at any time during the project, and the Contractor shall provide the requested information.

The Contractor will update the Resource Management Plan as applicable pursuant to the IPMP, but no less frequently than annually, or as requested by the State, for approval by the State.

2.7.2 KEY PERSONNEL

The term “Key Personnel”, for purposes of this procurement, means Contractor staff deemed as being both instrumental and essential to the Contractor’s satisfactory performance of all requirements contained in this RFP. Contractor Key Personnel must be the primary team that delivers the Future System being procured. As these staff members are deemed critical to the success of this initiative, they must be full-time and dedicated solely to the DCFS account (unless otherwise noted).

The Contractor should include names and resumes for proposed Key Personnel as part of its Resource Management Plan to clearly demonstrate the proposed Key Personnel’s ability to perform the role as described. The State **shall** approve any Key Personnel prior to their work on the project, including any replacement Key Personnel. The Contractor must ensure Key Personnel have, and maintain, relevant current license(s) and/or certification(s). The Contractor can provide alternative solutions though any changes must be approved by DCFS.

At a minimum, the Contractor will provide Staff with the following qualifications to fill the following roles for the DDI and M&O phases:

Table 1: Contractor’s DDI Key Personnel

Role	Responsibilities	Expected Qualifications
Engagement Director / Executive	<ul style="list-style-type: none"> • Serves as the primary point of contact with DCFS leadership, governance bodies and other State Executive Sponsors for activities related to contract administration, overall engagement management and scheduling, correspondence between DCFS and the Contractor, dispute resolution, and status reporting to DCFS for the duration of the Contract. • Authorized to commit the resources of the Contractor in matters pertaining to the performance of the Contract 	<ul style="list-style-type: none"> • Minimum of five (5) years direct project oversight and authority over ongoing relationships with clients where its firm has implemented enterprise solutions • Previously managed a DDI project and transition to an ongoing M&O in a similar environment • Previously managed child welfare information system

	<ul style="list-style-type: none"> • Responsible for addressing any issues that cannot be resolved with the Contractor's Project Manager • Responsible for all subcontractor relationships 	<p>accounts that have included both DDI and operations</p> <ul style="list-style-type: none"> • Minimum of fifteen (15) years of relevant experience in professional services, development, client support or project management.
<p>Project Manager</p>	<ul style="list-style-type: none"> • Provides onsite management of the Project and is the chief liaison for DCFS and the PMO during the Project • Is authorized to make day-to-day Project decisions • Is available and responsive to State requests for consultation and assistance • Provides timely and informed responses to operational and administrative inquiries that arise • Is responsible for facilitating the Project by using the project management processes, organizing the Project, and managing the team work activities consistent with the approved work plan • Develops and maintains thorough project planning documentation that includes, but is not limited to, a project plan and schedule • Manages Contractor staff assigned to all DDI activities • Plays an active role in day-to-day management of the Account so as to be knowledgeable and aware of all issues, concerns and requirements • Meets with DCFS staff or such other person DCFS may designate on a regular basis to provide oral and written status reports and other information as required • Provides expert guidance ensuring that policies, business rules, and requirements as defined by DCFS are correctly implemented in the Future System • Advises DCFS regarding best practices and recommends modifications to business processes, which improve the overall operations • Manages the relationships with subcontractors and partner vendors • Provides ongoing reporting of operation against the requirements of this Contract • Ensures all activities are coordinated and follow the processes outlined in this RFP (e.g. enhancement development) 	<ul style="list-style-type: none"> • Five (5) years of experience leading the implementation of enterprise solutions on similar technologies • Previously managed child welfare information system projects that have included both DDI and operations • Five (5) years of experience implementing solutions of similar functional scope • Minimum of fifteen (15) years of relevant experience in professional services, client support or project management • Project Management Professional (PMP) certification
<p>Functional Lead</p>	<ul style="list-style-type: none"> • Is familiar with the functional design of all of the components, has a solution-wide view and ensures each component/module work together to address the functional requirements • Ensures the configured solution addresses all of the functional requirements • Provides the methodology/approach to building the solution • Works with Subject Matter Experts (SMEs) of the business units to understand the System and process requirements and articulate the 	<ul style="list-style-type: none"> • Ten (10) years of experience leading the implementation of enterprise solutions on similar technologies • Five (5) years of experience implementing solutions of similar functional scope • Child welfare system experience

	<p>requirements to the Contractor project team leads</p> <ul style="list-style-type: none"> • Ensures that the proposed solution aligns with the business requirements of the organization • Manages the expectations of the business units with a clear understanding of the Project Sponsor's project objectives. • Manages the contractor's business analysts 	
OCM and Training Lead	<ul style="list-style-type: none"> • Lead all training and knowledge transfer planning, material development and delivery • Responsible for organizational migration, gap analysis, and coordination of program improvement, communications, and training activities • Prepares for the deployment of the Solution to the full organization • Responsible for developing, executing, and maintaining the OCM Plans, Training Plan, and Communication Plan. • Works closely with the PMO, DCFS communications, human resources and organization development teams to support the implementation of the OCM and training plans 	<ul style="list-style-type: none"> • Five (5) years of experience as a Training lead for projects similar in size and complexity to the proposed Project • BA/BS-Bachelor's degree or equivalent required. • Three (3) years of previous OCM experience • Prosci or equivalent certification • Child Welfare systems implementation experience desired
Testing Lead	<ul style="list-style-type: none"> • Leads all testing activities including planning, documentation and execution • Ensures the test plan and process is coordinated with all stakeholders • Ensures documentation and resolution of issues discovered during the testing process • Serves as the point of contact for User Acceptance Testing (UAT) matters 	<ul style="list-style-type: none"> • Five (5) years of experience as a testing lead for projects similar in size and complexity to the proposed Project within the public sector
DDI Technical Lead	<ul style="list-style-type: none"> • Is responsible for leading the team who configures and develops the Future System • Responsible for all technical aspects of the Solution. Establishes documentation and coding standards for the Project team and ensures the team adheres to the standards • Is available to DDI Project teams for consultation on future enhancements (e.g., changes to achieve strategic objectives, implement a new program) • Oversees the development of all technical documentation • Is familiar with the Technical design of all of the components, has a solution-wide view and ensures each component/module work together to address the Technical requirements 	<ul style="list-style-type: none"> • Ten (10) years as a Technical lead on complex projects, seven (7) of these should be in management • Five (5) years of experience architecting/designing enterprise solutions
Data Conversion and Interfaces Lead	<ul style="list-style-type: none"> • Leads and supports data cleansing and data conversion from CHRIS • Ensures that data dictionaries are current for the Contractor's solution • Is directly responsible for ensuring that interfaces between the Contractor's solution and other components of the State are correctly configured and deployed • Ensures that all data exchanges between the Contractor's solution and the interface partners' systems provide accurate and appropriate 	<ul style="list-style-type: none"> • Possesses a minimum of five years' experience performing data cleansing or data conversion activities for systems similar to the contractor's solution. • Possesses a minimum of three years' experience developing and deploying interfaces for systems

	<p>content, compliant with data definitions established within DCFS</p> <ul style="list-style-type: none"> • Designs, documents, and deploys the interfaces 	<p>similar to the proposed solution.</p> <ul style="list-style-type: none"> • Possesses a minimum of 3 years' experience managing a data conversion or interface design project similar in size and complexity to the proposed project. • Possesses excellent communications skills, written and oral. • Note: A Bachelors' Degree in information technology or a related field is preferred but not required.
Architect Lead	<ul style="list-style-type: none"> • Drives the solution architecture and mapping of required functionality to minimize the need for custom development • Well versed in architectural design and documentation at a technical reference model level as well as at a system or subsystem level • Well versed in application and data modeling, building block design, applications and role design, systems integration etc. 	<ul style="list-style-type: none"> • Ten (10) years of experience architecting/designing enterprise solutions • Five (5) years of experience with the technology to be implemented at DCFS • Enterprise architecture certification in one or more industry leading architecture frameworks
Security Expert	<ul style="list-style-type: none"> • Architects all elements of the Solution's security • Oversees the development of all security documentation • Ensures the Solution meets all applicable security regulations 	<ul style="list-style-type: none"> • Certified Information Systems Security Professional (CISSP) or similar security certification • Ten (10) years of experience implementing/managing security in enterprise solutions • Note - Security Expert does not need to solely be dedicated to the account

Table 2: Contractor's M&O Key Personnel

Role	Responsibilities	Expected Qualifications
Engagement Director / Executive	<ul style="list-style-type: none"> • Serves as the primary point of contact with DCFS leadership, governance bodies and other State Executive Sponsors for activities related to contract administration, overall engagement management and scheduling, correspondence between DCFS and the Contractor, dispute resolution, and status reporting to DCFS for the duration of the Contract. • Authorized to commit the resources of the Contractor in matters pertaining to the performance of the Contract • Responsible for addressing any issues that cannot be resolved with the Contractor's Operations Manager • Responsible for all subcontractor relationships 	<ul style="list-style-type: none"> • Minimum of five (5) years direct project oversight and authority over ongoing relationships with clients where its firm has implemented enterprise solutions • Previously managed ongoing M&O for an human/social services account
Operations Manager	<ul style="list-style-type: none"> • Serves as a liaison with DCFS for M&O activities • Is available and responsive to State requests for consultation and assistance 	<ul style="list-style-type: none"> • Ten to fifteen (10 to 15) years of operations experience, 7 of these should be in management

	<ul style="list-style-type: none"> • Is responsible for establishing and maintaining a positive client relationship • Provides timely and informed responses to operational and administrative inquiries that arise • Manages staff assigned to all day-to-day M&O activities • Coordinates and manages any enhancement requests/changes to the solution • Plays an active role in day-to-day management of the Account so as to be knowledgeable and aware of all issues, concerns and requirements • Meets with DCFS staff or such other person DCFS may designate on a regular basis to provide oral and written status reports and other information as required • Manages the relationships with subcontractors and partner vendors 	<ul style="list-style-type: none"> • Five (5) years managing a M&O team for an enterprise solution within a public sector client
M&O Technical Lead	<ul style="list-style-type: none"> • Provides detailed applications knowledge in support of complex application issues/incidents • Reviews all potential changes (e.g. configuration, warranty fixes, enhancements) to the Solutions from a technical perspective and provides technical design/assessments • Is available to the Project team for consultation on future enhancements (e.g. changes to achieve strategic objectives, implement a new program) 	<ul style="list-style-type: none"> • Five (5) years of experience architecting/designing enterprise solutions
Security Expert	<ul style="list-style-type: none"> • Architects all changes to the Solution’s security • Maintains all security documentation • Ensures Solutions meet all applicable security regulations 	<ul style="list-style-type: none"> • Certified Information Systems Security Professional (CISSP) or similar security certification • Five (5) years of experience implementing/managing security in enterprise solutions • Note - the Security Expert does not need to solely be dedicated to the account

2.7.3 CONTINUITY AND AVAILABILITY OF PERSONNEL

Changes to the proposed positions and responsibilities will only be allowed with prior written permission from DCFS. If the Contractor believes that an alternative organizational design could improve service levels or decrease costs, a discussion of these options and their benefits should be included in the Technical Response Template for this RFP.

The Contractor **must** seek and receive DCFS approval before hiring or replacing any Key Personnel. The Contractor **must** identify, report and resolve performance issues for its entire staff including but not limited to employees and subcontractors. The Contractor **shall** remove and replace Key Personnel, if requested by DCFS, within two (2) weeks of the request for removal.

The Contractor **must** provide DCFS with written notification of anticipated vacancies of Key Personnel within two (2) business days of receiving the individual’s resignation notice, the Contractor’s notice to terminate an individual, or the position otherwise becoming vacant. Replacements for Key Personnel **shall** have qualifications that meet or exceed those specified in this section and will be subject to approval by DCFS.

The Contractor **shall** provide DCFS with status update reports every week on the progress of the replacement candidate recruiting process until a qualified candidate is hired. The Contractor shall have in place a qualified replacement within sixty (60) days of the written notification of anticipated vacancies. During the recruitment and training period, the Contractor **shall** provide an interim replacement for all Key Personnel, subject to approval by DCFS.

The Contractor will propose a suitable engagement and partnership model with the DCFS team to ensure proper knowledge transfer throughout the life of the contract. This will include “shoulder- to-shoulder” work (when required) with identified DCFS resources so that knowledge about DCFS’ systems and business can be transferred from DCFS to the

Contractor staff and knowledge about the system can be transferred from the Contractor to DCFS staff. This is particularly important with regards to the DDI of the System and subsequent enhancements.

DCFS recognizes the importance of coordination between the Contractor's staff and DCFS' staff. As such, the activities performed in response to this RFP must primarily be performed in Little Rock. The Contractor may perform services from a location outside of Little Rock only once approved by DCFS.

The State is amenable to development work being performed by the Contractor in an off-shore setting. However, all State data **must** remain in the United States. User Acceptance Testing **must** also be performed in the United States.

2.7.4 APPROVAL OF NEW SUBCONTRACTORS

Throughout the duration of the Contract, if the Contractor needs to enlist additional support and expertise in the form of new subcontractors not listed in this proposal, the Contractor **must** have the new subcontractors approved by the State. The State reserves the right to reject any subcontractors on any reasonable basis. Contractor **shall** be responsible for any and all subcontractor's work and Contractor's delegation of work to a subcontractor does not in any way abrogate or modify Contractor's duties under the Contract. Contractor **shall** manage its subcontractors.

2.7.5 CONTRACTOR LOCAL OFFICE

In light of COVID-19 and the present uncertainties associated with the Contractor and State's ability to work on-site in a traditional manner, the State is willing to review proposals with relaxed office requirements, so long as:

1. The proposed office has sufficient conference room space for collaborative sessions
2. The proposed office has space for a reasonable number of State employees to work with Contractor
3. The proposed office has adequate connectivity, hardware and security as described below

The State will not require Contractor to perform any onsite work which would be contrary to an order from the Governor or Federal Government.

The Contractor will propose a facility with sufficient office and meeting space for the Contractor's personnel and the capability to support up to fifty (50) DCFS/ASP and PMO employees for short periods (e.g. phases of the project that require significant DCFS input). DCFS strongly prefers that this facility be in downtown Little Rock either within walking distance or five (5) miles of the DCFS offices (with adequate parking at no cost to DCFS if the office is not within walking distance, as determined by the State.) If a Contractor proposes a location that does not meet these criteria, they must provide justification for this decision. The Contractor is required to secure their own facility space aligned to DCFS' expectations. The Contractor will be responsible for all furniture and equipment. This office will be operational 90 calendar days after the Contract's Start date.

DCFS will coordinate with the Contractor to provide secure access to the State's network though the Contractor will be responsible for a wireless local network. The Contractor will provide the Contractor staff with the personal computers required to support and manage the DCFS applications.

In support of the shoulder-to-shoulder environment and collaboration, the Contractor will primarily work on-site as possible. Notwithstanding any circumstances related to COVID-19 (which shall relax this requirement), All-all Key Personnel and no less than 50% of each Contractor team shall be on-site at any time during regular business hours. The Contractors' staff must be available to participate in services-related meetings as scheduled by DCFS. On-site work must be performed during normal State business hours, Monday through Friday 8:00 AM until 5:00 PM.

The Contractor must establish appropriate protocols in alignment with Federal and State regulations, including but not limited to FIPS, HIPAA and IRS Publication 1075, to ensure the physical property/facility security and data security and confidentiality safeguards are maintained.

2.7.5.1 Office Features

The Contractor's local office shall have: In light of COVID-19, the below are desired specifications for the Contractor's office and not specifically mandatory ones.

A. Conference Rooms

1. One large conference room for workgroup meetings for 40 people with the following:
 - a. Video conferencing system
 - b. Network connectivity with a minimum of five network connections and the capability to expand to 15.
 - c. Conference phone line and conference phone speaker system
 - d. Table(s) and Chairs for 40 people
2. Guest area seating and mobile workspace amenities
3. Three conference rooms for workgroup meetings for 10 people with the following:
 - a. Network connectivity with a minimum of five network connections
 - b. Table and Chairs for 10 people
 - c. Conference phone line and conference phone speaker system

d. Video conferencing systems.

B. Training Room:

1. Seating capacity of 25 students
2. Workspace capacity for one training instructor
3. Use of the Data Center Computing Environment Training applications (no desktop simulation)
4. One desktop computer per student seat and instructor seat
5. Training enrollments available for four weeks after the System Implementation Date defined herein as a Critical Date.
6. Training room availability no less than five weeks after the System Implementation Date defined herein as a Critical Date.
7. Furnish training rooms with and maintain appropriate hardware, software, and telecommunications to support the development, maintenance, and presentation of Contractor's training programs and materials.
8. Equip the training facility to provide an effective learning environment with appropriate desks, chairs, computers, tables, whiteboards, easels and flip charts, projector and screen, teleconference phone, and network access.

C. PMO Office Space

1. PMO office space for 8 closed offices for State and PMO Managers and 20 cubicles for state and PMO staff (dedicated and shared offices)
2. Network connectivity
3. Desk and chairs for each office
4. File cabinets and book cases for the 8 Managers' offices
5. Desktop computers for each office/cubicle
6. Telephone in each workspace

D. Shared Workspaces

1. Ten dedicated and shared workspaces for part time staff
2. Two dedicated and 8 shared workspaces
3. Desk and chairs for each office
4. Workspaces will include connectivity to the network
5. Desktop computers for each office/cubicle
6. Telephone in each workspace

E. Shared Facilities and Resources

1. A Break/lunch room for 25 people, including:
 - a. Refrigerator, microwave, coffee pot, etc.
 - b. Cabinets for expendables, dishes, and supplies
2. Office equipment room
3. FAX/Copier and network printer
4. Secure collaboration tools access and interoperability with other State-authorized Project Stakeholders' tools (as warranted).
5. Bridge the infrastructure, communications, tools and technology needs of the Contractor's off-site or remote facilities that are supporting the Project.

F. Facility Access

1. Controlled key card access for all entrance / exit doors
2. 24x7 access to the facility as agreed upon by the State

G. Other Requirements

In selecting and running the local office, Contractor will:

1. Comply with State-owned asset security and privacy safeguards, and ensure Project materials, work products, and deliverables are secured, and that confidentiality is maintained at all times.
2. Comply with all federal regulation and State statutes for business services. Comply with the Technical Infrastructure Plan.
3. Provide all collaboration tools and unified communications technologies and services required for optimal performance of the Project's personnel.
4. Contractor will provide an office receptionist or other customer service representative to ensure that phone calls to the local office are answered, local office doors opened for approved visitors without ready key card access, and other day-to-day office maintenance requirements.

2.7.5.2 Meeting Space

Contractor will have a furnished, meeting space (with wireless internet) for a minimum of forty (40) people starting within thirty (30) days of Contract Start Date. In the event that the Local Office is not sufficiently complete to offer this space at this time, Contractor shall procure offsite meeting space until this space is available in the Local Office. Any offsite meeting space will satisfy the proximity (within 5 miles) and parking requirements of the local office.

2.8 TRAINING

The Contractor will create training materials and lead all training activities prior to go-live (or, if the State and Contractor elect to do a pilot, prior to the pilot.) This includes providing the equipment and facilities (as required for field offices, see also Section 2.7.5), scheduling the sessions, facilitating the sessions, surveying the participants, and analyzing the results to ensure adequate attendance and learning has occurred. The Training Lead (see Section 2.8.2) will be responsible for all training and knowledge transfer planning, material development, and delivery, as well as managing a team to create and deliver this content.

DHS has approximately a dozen training labs outside of Little Rock at various county offices which can be leveraged for training (if available). DHS and Arkansas State Police have approximately 1700 staff that will need to be trained on the new system, of which approximately 1400 are not local to Little Rock. Technical training and knowledge transfer for technical staff is expected to commence as soon as possible in the project schedule, with ongoing, advanced and refresher training throughout the Contract period. Prior to project close out, the Contractor will ensure the designated DHS training personnel are fully capable of training users on the Future System so they can perform on-going trainings for system end-users.

2.8.1 TRAINING PLAN

A methodical approach to planning training activities is required. The Contractor will produce a detailed Training Plan, curricula, and syllabi that addresses the Contractor's solution to initial and ongoing training (which will ultimately be the responsibility of the State), including how ongoing training will be managed, for both Contractor and State staff. The Plan will be developed collaboratively with DCFS to ensure the materials are aligned with DCFS' culture. The first draft of the Training Plan will be due to the State, for its review and approval, one year prior to the commencement of any training activities contemplated by the plan. Training plans will be updated annually thereafter.

The Training Plan will include the following, at a minimum:

- Overview stating the purpose and scope of the Training Plan that meets the requirements of this RFP
- A process to conduct a needs and skills analysis, identifying specific roles and staff titles to be trained
- Planned evaluation of the training content and delivery
- Training resources required, including facilities and staff
- Registration process, tools, and tracking
- Course Administration, including communication to participants of available training and registration/completion by staff. Communication includes posting on a web portal as well as generating correspondence for users who do not have access to the web portal.
- Training schedules, identifying when specific staff roles will be provided training prior to an implementation
- Details of the Contractor's planned Instructional Methods including:
 - Individual one-on-one training sessions
 - Solution Demonstrations
 - Instructor-Led Classroom Teaching
 - Instructor-Led Virtual Training
 - Computer (CBT) and Web-based (WBT) training
 - CBT and WBT applications will be accessible via a secured internet log-on environment, 24 hours per day, 365 days per year, with the exception of DHS-approved system downtime periods
 - CBT and WBT applications and modules will incorporate training cases for users to learn or enhance hands-on practice of skills, information processing, and system change control information dissemination
 - CBT and WBT training module will include an electronic proficiency test. Specific course tracking for each trainee shall also be included within the applications. For incorrect answers, the proficiency test shall provide the correct answer, include narrative explaining why it is correct, and further direct the user to additional contextual and reinforcement information.
 - On-the-Job Training
 - User Guides
 - Informal training with super users
- Knowledge Transfer approach for identified personnel who require additional Solution knowledge than end-users (e.g. super users, support staff, trainers)
- Approach to ensure training goes beyond Solution navigation to training that supports end users in integrating the Solution into DCFS processes as a decision support tool
- Approach to prototyping and testing training materials with end-users

- Training roles and responsibilities
- Approach to ensure training goes beyond Solution navigation to training that supports end users in integrating the Solution into DCFS processes as a decision support tool. This includes integration of To-be process maps and differences between As-is and To-be processes
- Plan for establishing and managing the training environment
- Plan for establishing and managing a “sand-box” environment for staff to practice following training
- Plans for providing the training equipment, software, telecommunications, facilities and training data to support the development, maintenance, and presentation of training programs and materials
- Plan for documentation of participation in training, including training course name, trainer’s name, date and location of the training, DHS’ identified training invitees, persons participating in the training, persons completing or not completing training, and proficiency test results for each trainee
- Plans for training Providers who will access part of the system (e.g. providers who submit invoices through the system)

2.8.2 TRAINING CURRICULA AND MATERIAL DEVELOPMENT

The Contractor will lead and work collaboratively with State staff (and the OCM) to build out the resources to prepare the organization for the new System. The Contractor will consider the following established baseline guiding principles for this effort:

- Use a task-based training approach founded on a thorough user-centered task analysis
- Use a variety of integrated training methods to address diverse learning styles and provide experiential, performance-based training
- Integrate training methods and strategies throughout the Project life cycle, to include pre-training support, classroom training, and post-training support
- The primary medium for System training must be hands-on interaction with a working version of the System
- Just-in-Time Approach to training — All field office users will receive hands-on training on the System immediately prior to the System being implemented
- Training must be designed in a way that conveys the value and benefits of the System, alignment to the user’s model of practice, and addresses the specific job functions of the users being trained with its integration into their day-to-day work
- All trainees must demonstrate the capability to use the System effectively at the completion of the training to perform his/her responsibilities
- User friendly training materials must be submitted with sufficient time for review and approval prior to the first class, updated frequently as pre-implementation changes that impact training occur, and provided to trainees that can be referenced at a later date without additional context required
- Training attendance and comprehension will be documented to give the State adequate assurances of the training program’s effectiveness (including but not limited to user surveys and a plan to remediate and training deficiencies identified)

The Contractor will also be responsible for developing Train-the-Trainer content that can be delivered to the State’s contracted training entity for use in the future. In addition, the Contractor will deliver this content to the State’s contracted training entity in a face-to-face setting. The Train-the-Trainer content should also closely follow the established baseline guiding principles listed earlier in this section. Prior to Project close out, the Contractor will ensure the designated DCFS training contracted entity and/or DCFS staff are fully capable of training users on the Future System so they can perform on-going trainings for CCWIS end-users.

2.8.3 ORGANIZATIONAL CHANGE MANAGEMENT (OCM), END USER TRAINING AND KNOWLEDGE TRANSFER (KT) TASKS

The Contractor will lead and work collaboratively with State staff to build out the resources to prepare the organization for the Future System by leading OCM efforts. The Contractor will also collaborate with the OCM lead by the State and its PMO. In furtherance of this duty to collaborate, the Contractor will, with oversight from the PMO, develop the following:

- OCM Plan: Defining the activities and roles of the OCM (i.e. the role of the PMO, the role of the Contractor)
- Stakeholder Management Plan: Detailing how the transition to the Future System will be coordinated and tailored for various stakeholders, including but not limited to State users and Providers.

- Project Communication Management Plan: Details the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. and defines the communications vehicles.
- To-be Process Maps and Gap Analysis: Provides the flows for the business processes in alignment with the new system and documents the differences between the As-Is and To-be processes. This information will be used to inform user training. (Note: The State will have maps for the As-is processes.)

2.8.3.1 OCM Executive Briefings

Within ten (10) business days of the end of a quarter or key OCM milestones, the Contractor will deliver OCM Executive Briefings in collaboration with the PMO. These briefings will provide State executives and other relevant stakeholders a full report on all OCM activities that were performed, progress, risks/challenges facing the project from an OCM perspective and the upcoming activities to help ensure efficient and effective State staff interaction with the Future System. This includes, at a minimum:

- Results from surveys and other mechanisms to capture the progress on the level of change acceptance with each stakeholder group.
- Reporting on OCM Milestones as identified in the OCM Plan.

2.9 MAINTENANCE AND OPERATIONS

After the successful roll-out of the Future System the Contractor will, for the balance of its Contract with the State, be responsible for the ongoing Maintenance and Operations (M&O) of the system. In performing M&O duties, the Contractor will work with the State to coordinate implementation, release, and regularly scheduled maintenance of updates, patches, and repairs for the Future System. All updates, patches, and repairs must be fully and successfully tested before migration to production in accordance with the same protocols and procedures utilized in the DDI phase of the project.

The Contractor will notify the State and fix and address all system defects, issues, and system performance failures. For implementation of system repairs the Contractor will work with the State to coordinate the release of the repairs.

The Contractor will also provide Technical Support in conjunction with the State.

The Contractor will be paid a fixed fee for its M&O work. M&O work is intended to include projects which take up to, but not more than, 240 hours of work. There will also be a pool of 15,000 hours available at a fixed hourly rate finalized in the contract. These hours will only be accessible for projects which the Contractor and State agree will take 241 or more hours. It is anticipated that these hours will primarily be used for upgrades and changes (and not for the remediation of defects in the initial implementation). These hours may only be utilized with State approval and sign off.

The State, and not the Contractor, will have the final say about which projects/upgrades/defects/changes take priority over others in the Contractor's queue.

2.9.1 SYSTEM MONITORING

The Contractor will monitor system operations on a daily basis and make necessary adjustments to maintain peak operation efficiency so that system users are not adversely affected. Ongoing monitoring applies to all system components including the operating systems, third-party components, database(s), and all related components. The Future System will include monitoring of the quality of stored data, including but not limited to Client data. The Contractor will recommend maintenance activities, including recommendations as to whether to upgrade older versions to current versions. Please note that the OIT and DCFS **must** approve any upgrades.

The Contractor will perform an in-depth analysis and probe of all system components as requested to test the database integrity and system performance. The Contractor will further determine if actions are required to meet or improve on Performance Standards. See Attachment I - Performance Based Contracting.

2.9.2 TECHNICAL SUPPORT

The Contractor shall collaborate with the State's resources in OIT to provide technical Support to Future System users. The State shall provide "Level 1" technical support. Level 1 support shall entail routine changes or adjustments to the Future System which can be accomplished from within the System's existing functionalities by authorized users (e.g. password resets, changing security roles for users, end dating Staff members). The State will escalate any other issues to the Contractor for resolution. The Contractor's resolution of those issues will be addressed in accordance with Section 2.9.2.1.

The Contractor will properly plan and conduct services to minimize the occurrence of issues and/or problems with the system components. In the event of issues, the Contractor will assign qualified technical staff to respond during business hours to non-urgent matters. Communication of issues to the Contractor may be by telephone call, e-mail, or text

messages from the State. For urgent matters, the Contractor will have a telephone number that is answered by qualified technical staff 24 hours/7 days per week.

2.9.2.1 Issues Management

If issues and/or problems arise in the production environment, the Contractor will work with the State to resolve issues in a timely manner. The Contractor will have a clear escalation procedure through the appropriate chain of command to ensure that the production issue is getting the appropriate attention to meet the level of urgency.

Additionally, the Contractor will resolve issues according to the following severity levels.

Severity Level	Description	Example	Resolution Time
Critical	System Failure. No further processing is possible.	Critical to solution availability, results, functionality, performance, or usability.	Within four (4) hours of identification
High	Unable to proceed with selected function or dependents	Critical component unavailable or functionally incorrect (workaround is not available).	Within one (1) business day of identification
Medium	Restricted function capability; however, processing can continue.	Non-critical component unavailable or functionally incorrect; incorrect calculation results in functionally critical key fields/dates (workaround is normally available).	Within five (5) business days of identification or resolution time approved by State
Low	Minor cosmetic change needed.	Usability errors; screen or report errors that do not materially affect the quality and correctness of function, intended use, or results.	Within two (2) weeks of identification or resolution time approved by State

Issues should be recorded and tracked in a log or issue tracking tool. Critical Severity issues must be reported to designated State staff within one (1) hour of discovery or identification of the issue.

Issue reports will be provided for every system problem. The issue reports will include the affected areas of the State and programs, date of report, date of incident, reference number, start and end times of the incident, problem type, problem impact summary, detailed description of the problem, immediate resolution, permanent solution, and who resolved the problem.

Initial issue reports for critical and high severity incidents will be provided within 24 hours from the start of the system problem. If the issue report does not include the permanent solution to the issue, that report will be updated every 24 hours to reflect the most current status of the issue until it is resolved. A follow-up issue report will be provided no later than 24 hours after the permanent solution has been defined for critical and high severity issues. For medium and low severity levels, initial issue reports will be provided within five (5) business days or a timeline approved by the State.

If the Contractor cannot resolve an issue within the established resolution time for its severity level, the Contractor will submit a plan and revised timeline for issue resolution to the State in the incident report.

2.9.2.2 Technical Consultation

As part of providing technical support, the Contractor will be available to provide technical consultation to DCFS, which may include attendance of technical meetings with State staff, ACF, of staff related to other State systems (e.g. ARIES). Technical consultation may be about interfaces, technical feasibility, estimated development effort, and business and system impacts associated with any proposed enhancements, fixes, configuration or converted data items, or system or software tool upgrades. The Contractor will complete assigned follow-up items, analyses, reports, meeting notes, or other relevant tasks as directed by DCFS or OIT.

2.9.3 SOFTWARE UPGRADES

The Contractor will formally present the State with an overview of available software upgrades at least once a year. Software upgrades may be recommended at any time as part of the Contractor’s standard system monitoring and maintenance activities. In the formal presentation, the Contractor’s recommended upgrades may include, but are not limited to, platform upgrades, new software versions, and enhanced features and functionality. The Contractor will be responsible for identifying and presenting Contractor-developed upgrades. The Operations Manager will coordinate with the Contractor’s national product leaders (if applicable) where such features may be discussed and bring them to the state for consideration.

The presentation will describe each potential upgrade’s impact on current system configurations and any successful implementations in other states. During the presentation, the Contractor will also provide the State with information on ad hoc reports and queries developed for other state accounts. At the State’s request, any such report shall be available as a standard query for the State at no additional cost. The State may also request the Contractor analyze a scenario where the State does not accept an upgrade (i.e. the cost and risk of the status quo).

The State **must** approve all software upgrades, and in the event that the State does not approve the software upgrade, the Contractor **must** fully support the system and its functionality as is.

All upgrades **must** be fully and successfully tested, through regression testing and other types of testing as deemed necessary by the State, before migration to production. The State will be responsible for acceptance testing any upgrades or changes. For the implementation of approved software upgrades, the Contractor will work with the State (and, if applicable, a component’s developer) to assess system impacts, mitigate risks, minimize downtime, and coordinate the release of the upgrades with regularly scheduled maintenance.

2.9.4 SYSTEM DOCUMENTATION

The Contractor will update all system documentation to reflect the changes made to the system as changes occur. Such updates will be dated and appended to the end of the documents so that a record of changes may be kept (rather than in-line edits to specific paragraphs). System Documentation includes but is not limited to source code comments, system design documents (including detailed report descriptions), on-line help screens, user manuals, data dictionaries, the Coding Standards Document, or other documents as directed by the State.

2.9.5 ROLE OF THE STATE DURING M&O

As is the case today with CHRIS, OIT staff will provide certain M&O support. This State M&O team shall serve as the “bridge” between the Contractor’s team and the end users in DCFS and ASP to help gather business requirements and provide first level support (e.g. password resets). The State M&O team will also provide or coordinate user acceptance testing as needed during the M&O phase of the Contract.

The following chart provides the anticipated roles of the State and Contractor for M&O:

Application M&O	State Responsibility	Contractor Responsibility
Application Security Admin	<ul style="list-style-type: none"> ■ Provide approved list 	<ul style="list-style-type: none"> ■ Administer users
System Performance/Monitoring	<ul style="list-style-type: none"> ■ Perform monitoring in alignment with policies and procedures 	<ul style="list-style-type: none"> ■ Develop policies and procedures ■ Optional to perform monitoring
Capacity Planning	<ul style="list-style-type: none"> ■ Lead process ■ Infrastructure capacity planning 	<ul style="list-style-type: none"> ■ Provide capacity estimates and usage forecast changes
Change/Release/Configuration	<ul style="list-style-type: none"> ■ Lead process 	<ul style="list-style-type: none"> ■ Align with State standard process ■ Package releases
Incident/Problem Management	<ul style="list-style-type: none"> ■ Lead process 	<ul style="list-style-type: none"> ■ Application Support, Tier 2, 3
Disaster Recovery	<ul style="list-style-type: none"> ■ Lead process (DIS/DHS) 	<ul style="list-style-type: none"> ■ Application recovery, detailed recovery procedures, assist with testing, remediation
System Audits	<ul style="list-style-type: none"> ■ Coordinate/lead audits 	<ul style="list-style-type: none"> ■ Assist with audits ■ Manage security roles etc. ■ Maintain documentation

		<ul style="list-style-type: none"> ■ Review logs and report anomalies
License management/provisioning	<ul style="list-style-type: none"> ■ Buy and manage 	<ul style="list-style-type: none"> ■ Certificate management
Back-up and Recovery	<ul style="list-style-type: none"> ■ Provide infrastructure and perform back-ups 	<ul style="list-style-type: none"> ■ Design back-up using DIS architecture
Database administration	<ul style="list-style-type: none"> ■ N/A 	<ul style="list-style-type: none"> ■ Primary responsibility
Remote access/VPN	<ul style="list-style-type: none"> ■ Provide as a service 	<ul style="list-style-type: none"> ■ Comply with Security Policies
Middleware management (patching etc.)	<ul style="list-style-type: none"> ■ Provide shared middleware (e.g. service bus, content management) 	<ul style="list-style-type: none"> ■ Primary responsibility for application related COTS (PowerBuilder IDE) ■ ETL management ■ Integrate with State services
Infrastructure M&O		
Infrastructure (storage, servers, Data Center etc.)	<ul style="list-style-type: none"> ■ Provide hosting and infrastructure management 	<ul style="list-style-type: none"> ■ Provide requirements to DIS
Other M&O Related activities		
M&O process documentation and maintenance	<ul style="list-style-type: none"> ■ Document reviews and approvals 	<ul style="list-style-type: none"> ■ Document maintenance procedures for all apps and anything unique to each application
Governance (tech)	<ul style="list-style-type: none"> ■ Primary responsibility; establish expectations, forms, process etc. 	<ul style="list-style-type: none"> ■ Follow Process and Submit requests as appropriate
Cost allocations/chargeback	<ul style="list-style-type: none"> ■ Design, maintain and administer chargeback 	<ul style="list-style-type: none"> ■ Provide usage information
Data Quality	<ul style="list-style-type: none"> ■ Primary responsibility 	<ul style="list-style-type: none"> ■ Report on data quality issues, support improvement plans
Master Data Management	<ul style="list-style-type: none"> ■ Manage and oversee ongoing governance and data clean-up 	<ul style="list-style-type: none"> ■ Support process, provide reports (e.g. list of duplicate clients)
Contract Reporting		
SLAs	<ul style="list-style-type: none"> ■ Monitor against SLAs 	<ul style="list-style-type: none"> ■ Report performance against SLAs
Budget	<ul style="list-style-type: none"> ■ Approve budget and changes for each project 	<ul style="list-style-type: none"> ■ Report budget against each project

2.10 PRIVACY AND SECURITY

The Contractor and the Future System will meet all applicable State and Federal privacy, confidentiality, and security requirements. Per 45 CFR 1355.52 (d) (iii), the CCWIS data must “be exchanged and maintained in accordance with confidentiality requirements in Section 471 (a) (8) of the Act, and 45 CFR 205.50, and 42 U.S.C. 5106a (b) (2) (B) (viii) through (x) of the Child Abuse Prevention and Treatment Act, if applicable, and other applicable federal and state or tribal laws”. The Contractor must ensure that all data in its possession meets the standards outlined in 45 CFR 1355.52 (d) (iii).

All vendors, including the Contractor, will establish appropriate protocols in alignment with Federal and State regulations, including but not limited to FIPS and HIPAA, to ensure the physical property/facility security and data security and confidentiality safeguards are maintained.

To ensure that privacy, confidentiality, and security requirements are met, the State requests that vendors, including the Contractor, prepare a System Security Plan.

The purpose of the System Security Plan is to capture and establish the approach to the Future System's adherence to privacy, confidentiality, and security standards. It will include an overview of the risk scenarios and the approach to known risk threats and known vulnerabilities. It will provide the security architecture, processes and controls to meet State and Federal standards (including firewalls, zoning, encryptions, intrusion prevention, hardening, remote access, etc.). In addition, it will include the Contractor's plan to ensure confidentiality and privacy standards are met. The System Security Plan shall include, at a minimum:

- The technical approach to address and satisfy the following:
 - Network security controls
 - Perimeter security
 - System security and data sensitivity classification
 - Penetration testing
 - Intrusion management
 - Monitoring and reporting
 - Host hardening
 - Remote access
 - Encryption
 - Integration with Statewide active directory services
 - Interface security
 - Security test procedures
 - Managing network security devices
 - Security patch management
 - Secure communications over the Internet
- Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls
- Security controls
- The details of Security, Privacy and Consent Management
- Approach to maximizing sharing of data (provided from any external source) while complying to all appropriate rules, regulations and policies
- Approach to administering access, particularly administration access
- User roles and security permissions
- Confirmation that the Security Plan aligns with established standards (e.g., MARS-E 2.0, NIST 800-53, FISMA) and applicable requirements
- Plan to maintain all confidentiality safeguards
- Plan to adhere to all privacy requirements for different data elements
- Any other relevant protocols or details to ensure privacy, confidentiality, and security standards are met

The System Security Plan must capture the roles and responsibilities to be performed by the Contractor and by the State.

DHS would prefer for all data to be encrypted using the latest/supported technology protocols whether at rest/stored, in flight/transit, or communicated and/or accessed in any way.

2.11 TRANSITION TO A SUBSEQUENT VENDOR

Transition includes end of Contract transition planning to ensure a seamless operational transition to the State or its designee. Prior to the conclusion of the Contract, on a schedule to be specified by the State, the Contractor **must** provide assistance to the State to assure that all responsibilities are transitioned.

Key issues for disengagement:

- Phase-in training
- Thorough and efficient transition activities
- Staffing continuity
- Uninterrupted service

For this reason, disengagement planning **must** commence at least one year prior to this Contract's expiration date, including all approved extensions. The State may require that these services begin earlier as needed for an orderly transition. At the State specified time, the Contractor **must** submit a Disengagement Plan. The plan will include:

- Proposed approach to turnover
- Tasks and subtasks for turnover
- Schedule for turnover
- Documentation update for procedures during turnover

2.12 TECHNICAL REQUIREMENTS

DHS maintains technical requirements for large system implementations. These requirements are intended to align Respondents' proposals with the overall DHS vision and the enterprise technology being employed. These requirements are set forth in Attachment D – Technical Requirements Matrix.

The Future System will include the use of automated methods to monitor and ensure data quality. These methods will be tested during implementation to ensure their effectiveness.

Tools for schedule management will align with DCFS's standard which is currently MS/Project Online.

2.13 ACF REGULATION FOR SOFTWARE LICENSING

The State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart.

The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

As stated in 45 CFR 95.617 (c) Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the above ownership provisions. FFP is not available for proprietary applications software developed specifically for public assistance programs covered under this subpart.

2.14 ADHERENCE TO FEDERAL REQUIREMENTS

This RFP was developed with the intention of obtaining a Future System which is completely compliant with the requirements of the CCWIS Final Rule and all other applicable Federal laws and regulations. To the extent that any aspect of this RFP conflicts with a Federal requirement pertaining to a CCWIS, such conflict was not intentional. The State intends for the Future System to be a fully compliant CCWIS.

2.15 PERFORMANCE STANDARDS

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

- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 RFP CONTENTS

In preparing a proposal, Respondents should reference and use the following Attachments.

Attachment	Name	Description
A	Agency Current Practices, Challenges, and System Needs by Functional Area	This Attachment is intended to give the Contractor background into the current business practices and challenges, as well as the needs and desires for the Future System.
B	Technical Proposal Packet	This is a template Respondents should use in preparing their Technical Proposals
C	Functional Requirements Matrix	This is a template Respondents should use in preparing their Technical Proposals
D	Technical Requirements Matrix	This is a template Respondents should use in preparing their Technical Proposals
E	Cost Proposal Template	This is a template Respondents should use in proposing a cost for the project
F	Bidders' Library	This is a collection of files which Respondents should reference and review to get a better understanding of what is expected by the RFP.
G	Disclosure Form	Required Disclosure Form
H	Written Questions	Respondent should use this form to submit written questions to the State pursuant to RFP Section 1.9
I	Performance Based Contracting Standards	Performance Contracting Standards
J	DHS Contract Terms and Conditions	Standard DHS Contract Terms and Conditions
K	Pro forma contract	Pro forma contract
L	BAA	Business Associate Agreement
M	Organizational or Personal Conflict of Interest Policy	Organizational or Personal Conflict of Interest Policy
<u>N</u>	<u>Limited Bid Submission Accommodation During COVID-19</u>	<u>This Attachment provides alternative submission instructions for Respondents during COVID-19</u>
<u>O</u>	<u>Electronic Submission Signature Page</u>	<u>Electronic Submission Signature Page</u>
<u>P</u>	<u>Official Bid Price Sheet</u>	<u>This is a required sheet Respondents should use to provide pricing information</u>

3.2 TECHNICAL PROPOSAL SCORE

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

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings in a consensus scoring meeting. At this consensus scoring meeting, each evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss the scores recorded on the preliminary Individual Score Worksheet with the group, the individual committee members will be given the opportunity to adjust the score contained on the initial Individual Score Worksheet, if they feel that is appropriate.
4. The individual scores of the evaluators will be recorded on the Round 1 Consensus Score Sheets and averaged to determine the group or consensus score for each proposal. For purposes of scoring, only the final scores of the evaluators reflected on the Round 1 Consensus Score Sheet will be used. Each evaluator shall sign the Round 1 Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.
5. The top three ranked Respondents on the Round 1 Consensus Score Sheet will be invited to deliver an Oral Presentation/Demonstration to the Evaluation Committee. The schedule, subject and duration of these Presentation/Demonstrations will be determined by the State. All Respondents not invited to the Oral Presentation/Demonstration (*i.e.* those ranked 4th or higher), if any, will be eliminated from contention.
6. After the completion of the Oral Presentations/Demonstrations, the Evaluation Committee will again meet to revise its scores based upon its impressions and information gathered during the Oral Presentations/Demonstrations. Each Evaluation Team Member may adjust any of his or her scores and discuss the basis of the adjustment, if they feel it appropriate. The averages will be recalculated and the final scores memorialized on the Round 2 Consensus Score Sheet. The Round 2 Consensus Score Sheet will be used as the basis of award of the Contract.
7. Other agencies, consultants, and experts may also examine documents and attend the Oral Presentations/Demonstrations at the discretion of the Agency.

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

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.
- ~~3. The Financial Disclosure section points will be added to the final subtotal score to arrive at the total.~~

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
Company Information and Experience	5	7.14%	50
Adherence to Federal Requirements	Pass/Fail	n/a	
RFP - 2.2.5 Minimum Qualifications	Pass/Fail	n/a	
Attachments A & C - 1.1 General Functions	5	5%	35
Attachments A & C - 1.1.2 General Functions - Mobility	5	3.21%	22.5
Attachments A & C - 1.2 Referrals	5	3.21%	22.5
Attachments A & C - 1.3 Client Information	5	3.21%	22.5
Attachments A & C - 1.4 Investigations/Differential Response	5	3.21%	22.5
Attachments A & C - 1.5 Assessments	5	3.21%	22.5
Attachments A & C - 1.6 Case Management	5	3.21%	22.5
Attachments A & C - 1.7 Provider Management	5	3.21%	22.5
Attachments A & C - 1.8 Title IV-E Eligibility	5	3.21%	22.5
Attachments A & C - 1.9 Staff Management	5	3.21%	22.5
Attachments A & C - 1.10 Courts	5	3.21%	22.5
Attachments A & C - 1.11 Interfaces	5	3.21%	22.5
Attachments A & C - 1.12 Reports	5	3.21%	22.5
RFP – 2.3 Project Governance and Management	5	1.43%	10
RFP – 2.4 Overall SDLA Approach	5	1.43%	10
RFP – 2.5.1 System Design, Development, and Implementation: Planning and Management	5	2.14%	15
RFP – 2.5.2 System Design, Development, and Implementation: Requirements Validation	5	1.43%	10
RFP – 2.5.3 System Design, Development, and Implementation: Design and Development	5	2.86%	20
RFP – 2.5.4 System Design, Development, and Implementation: Data Conversion and Migration	5	2.86%	20
RFP – 2.5.5 System Design, Development, and Implementation: Testing	5	2.14%	15
RFP – 2.5.6 System Design, Development, and Implementation: Implementation and Go-Live	5	2.14%	15
RFP – 2.5.7 System Design, Development, and Implementation: Steady State (Warranty Period)	5	0.71%	5
RFP – 2.6 System Hosting	5	1.43%	10
RFP – 2.7 Project Staffing	5	7.14%	50
RFP – 2.8 Training	5	8.57%	60

RFP – 2.9 Maintenance & Operations	5	8.57%	60
RFP – 2.10 Privacy, Confidentiality, and Security	5	0.71%	5
RFP – 2.11 Transition to Subsequent Vendor	5	0.71%	5
RFP – 2.12 and Attachment D - Technical Requirements	5	5.00%	35
Technical Score Total			700

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

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

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

- E. Contractor’s weighted scores for sub-sections will be added to determine the Total Technical Score for each Proposal.
- F. As noted above, there will be two rounds of Technical Scoring. Round 1 will determine the top three proposals which will be invited to deliver Oral Presentations/Demonstrations. At this point, any Respondent not in the top three will be eliminated.
- G. After the Oral Presentations/Demonstrations the Evaluation Team may revise its Technical Scores and make adjustments based on the presentations/demonstrations.

3.3 COST SCORE

- A. After Technical Scoring Round 2 when pricing is opened for scoring, cost will be scored by the State.
- B. 300 total points are allocated to cost. 100 of the cost points are allocated to the one-time, DDI cost. 200 points are allocated to the ongoing costs of the Future System.
- C. The scored-Respondent with the lowest DDI & one-time cost will receive the full 100 points allocated to this area. The amount of DDI & one-time cost points given to the remaining contractors will be allocated by using the following formula:

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

A = Lowest Total DDI & One-Time Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = 100
 D = Total Cost Points Received

- D. The scored-Respondent with the lowest M&O & Other ongoing costs will receive the full 200 points allocated to this area. The amount of M&O & Other ongoing costs points given to the remaining contractors will be allocated by using the following formula:

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

A = Lowest M&O & Other Ongoing Costs
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = 200
 D = Total Cost Points Received

- E. To receive the full 300 points a Respondent must have both the lowest DDI & One-time cost as well as the lowest M&O & Ongoing Costs. This may not necessarily occur as different Respondents may propose lower DDI costs vs. lower ongoing costs.
- F. The “Total DDI & One-Time” cost and “M&O and Ongoing” cost on the Official Bid Price Sheet in the Technical Proposal Packet must match the corresponding figures in Attachment E.

3.4 GRAND TOTAL SCORE

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

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

3.5 CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- C. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- F. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

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

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

4.3 **CONDITIONS OF CONTRACT**

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

4.4 **STATEMENT OF LIABILITY**

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

4.5 **PERFORMANCE BONDING**

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

- B. The Contractor **shall** submit documentation to the satisfaction of the State that a performance bond has been obtained. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.

4.6 **RECORD RETENTION**

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

4.7 **PRICE ESCALATION**

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

4.8 **CONFIDENTIALITY**

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

4.9 **CONTRACT INTERPRETATION**

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

4.10 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.11 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

Do not provide responses to items in this section.

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

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

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