



STATE OF ARKANSAS

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

REQUEST FOR PROPOSAL

RFP SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-25-001	Solicitation Issued:	October 7, 2024
Description:	Actuarial Services		
Agency:	Department of Human Services, Division of Medical Services (DHS/DMS)		
SUBMISSION DEADLINE			
Proposal Submission Date and Time:	November 6, 2024, 1:00 p.m., Central Time	Proposal Opening Date and Time:	November 6, 2024, 2:00 p.m., Central Time
<p>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).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201 Note: Hand-delivered responses must be delivered directly to the security desk, otherwise these deliveries will not be accepted and may be grounds for disqualification.		
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. Prospective Contractors assume all risk for timely, properly submitted deliveries.		
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. <input type="checkbox"/> Solicitation number <input type="checkbox"/> Date and time of proposal opening <input type="checkbox"/> Vendor's name and return address		
OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Arnetia Dean	Buyer's Direct Phone Number:	501-683-5969
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	OP's Main Number:	501-396-6045
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

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

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) to obtain pricing and a contract for immediate and long-term actuarial and consulting services including, without limitation:

- Analyses of new and existing programs and populations.
- Medicaid waiver assistance.
- Rate development and verification.
- Budget modeling.
- Benefit and reimbursement studies.
- Long-term services and supports assistance.
- Service development.

The Office of Procurement is the sole point of contact throughout this solicitation process.

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. As a result of this RFP, OP intends to award a contract to a single Contractor.
- B. The initial term of this contract **shall** be for three (3) years. The anticipated start date for the contract is March 9, 2025. Upon mutual agreement by the Prospective Contractor and agency, the contract may be renewed by OP, on a year-to-year basis, for up to four (4) additional one-year terms or portions thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.4 ISSUING AGENCY

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

1.5 BID OPENING LOCATION

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

1.6 ACCEPTANCE OF REQUIREMENTS

- A. The words “**must**” and “**shall**” signify a Requirement of this solicitation and that the Contractor’s agreement to and compliance with that item is mandatory.
- B. A Contractor’s proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.

1.7 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. “Prospective Contractor”, means a responsible offeror who submits a proposal in response to this solicitation.

“Prospective Contractor”, “Contractor”, “bidder”, “vendor” and “respondent” are used synonymously in this document.

- C. The terms “buyer” and “Issuing Officer” are used synonymously in this document.
- D. The terms “Request for Proposal”, “RFP,” “RFP Solicitation,” “Bid Solicitation” and “Solicitation” are used synonymously in this document.
- E. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- F. “Proposal Submission Requirement” means a task a Prospective Contractor **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- G. “Requirement” means a specification that a Contractor’s commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this RFP. These specifications will be distinguished by using the terms “**shall**” or “**must**” in the requirement.
- H. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.

1.8 RESPONSE DOCUMENTS

A. Original Technical Proposal Packet

The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal Response Packet.

1. A hard copy of the original *Technical Proposal Packet* **must** be received on or before the bid submittal date and time. Copy should not be two sided.
 2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
 - b. Original signed *Agreement and Compliance Page*. (See *Technical Proposal Packet*.)
 - c. Original *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions, Disclosure*.)
 - e. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - f. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
 3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. Copy of Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - b. Signed addenda to this RFP, if applicable. (See Requirement of Addendum.)
 - c. Combined Certification Form, Attachment H.
 - d. *Voluntary Product Accessibility Template* (VPAT), if applicable. (See *Technology Access*.)
 4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. Official Bid Price Sheet. (See *Pricing*.)
1. Contractor’s original *Official Bid Price Sheet* **must** be submitted in hard copy format.

2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, in PDF format, preferably on a flash drive. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.

The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

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

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

1. Additional Copies of the *Technical Proposal Packet*
 - a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Four (4) electronic copy of the *Technical Proposal Packet*, preferably on flash drives. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. One (1) redacted copy, in PDF format, if applicable, (marked "REDACTED") of the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)
 - e. 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:
 - *Response Signature Page*.
 - *Agreement and Compliance Page*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - *Proposed Subcontractors Form*.
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the Bid Solicitation's item number.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.10 CLARIFICATION OF RFP SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted via email by 4:00 p.m., Central Time on or before **October 11, 2024**. Submit questions to the OP buyer as shown on page one (1) of this *Bid Solicitation*. It is the contractor's responsibility to guarantee receipt of the questions by the specific time and date. DHS accepts no responsibility for accurate or timely receipt of email submission.
- B. The attached response template (*Attachment B*) should be used for submission of all written questions. For each question submitted, Vendor should reference the specific solicitation item number to which the question refers. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on **October 23, 2024**.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

- E. Oral statements by OP **shall not** be part of any contract resulting from this solicitation and **may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS.**

1.11 RESPONSE SIGNATURE PAGE

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

1.12 AGREEMENT AND COMPLIANCE PAGE

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

1.13 SUBCONTRACTORS

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

1.14 PRICING

- A. Contractor(s) **shall** include all pricing on the Official Price Bid Sheet 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*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package. The *Official Bid Price Sheet* is provided as a separate file posted with this *Bid Solicitation*.
- D. Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.

1.15 PRIME CONTRACTOR RESPONSIBILITY

- A. A single contractor **must** be identified as the prime contractor and **shall** be the sole point of contact.
- B. The prime Contractor **shall** be held responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.16 INDEPENDENT PRICE DETERMINATION

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

1.17 PROPRIETARY INFORMATION

- 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 the OP buyer.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **must not** alter the Official Bid Price Sheet.

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

1.19 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.
- C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- D. The vendor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

1.20 AWARD PROCESS

- A. Award Determination
The Grand Total Score for each Contractor, which **shall** be the sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The State may move forward to negotiations pursuant to Arkansas Code Annotated § 19-11-230, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
- B. Discussions and Negotiations
 - 1. If the agency so chooses, it **shall** also have the right to enter into discussion with the qualifying vendor(s) to further define contractual details. All such discussions **shall** be conducted at the sole discretion of the State and may be conducted at any lawful time of the State's choosing. The State **shall** solely determine the items to be discussed or negotiated.
 - 2. If discussions or negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined or an award made, or until such time the State decides not to move forward with an award.
 - 3. The State may elect to request best and final offers. Any best and final offer request made by the State will be conducted with the responsible Contractors that meet the minimum qualifications in Section 2.3.
- C. Anticipation to Award
 - 1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this RFP.
 - 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
 - 3. DHS **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
 - 4. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. Issuance of Contract

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

1.21 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. 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 COMBINED CERTIFICATIONS

- A. Pursuant to Arkansas law, a Contractor must certify they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resulting contract:
1. Boycott Israel. See Arkansas Code Annotated § 25-1-503.
 2. Knowingly employ or contract with illegal immigrants. See Arkansas Code Annotated § 19-11-105.
 3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. See Arkansas Code Annotated § 25-1-1102.
 4. Employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.
- B. Contractor shall submit signed Attachment H Combined Certifications for Contracting with the State of Arkansas.

1.24 PAST PERFORMANCE

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

1.25 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January

1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- B. ACCORDINGLY, THE CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., equivalent access for effective use by both visual and non-visual means;
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
 6. Integrating into networks used to share communications among employees, program participants, and the public; and
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. 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., if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Contractor's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.27 MASTERCARD ACCEPTANCE

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

1.28 PUBLICITY

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

1.29 RESERVATION

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

1.30 DATA LOCATION

Contractor **shall not**, under any circumstance, allow Arkansas data to be relocated, transmitted, hosted or stored outside the continental United States in connection with any services provided under this contract entered into under this RFP, either directly by the Contractor or by its subcontractors.

1.31 SCHEDULE OF EVENTS

SOLICITATION SCHEDULE

ACTIVITY	DATE
Public Notice of RFP	October 7, 2024
Deadline for Receipt of Written Questions	October 11, 2024, 4:00 CST
Response to written Questions, On or About	October 23, 2024
Proposal Due Date and Time	November 6, 2024, 1:00 pm CST
Opening Proposal Date and Time	November 6, 2024, 2:00 pm CST
Intent to Award Announcement Posted, On or About	December 20, 2024
Contract Start Date (Subject to State Approval)	March 9, 2025

1.32 STATE HOLIDAYS

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

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

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

SECTION 2 – SPECIFICATIONS

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

2.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Division of Medical Services (DMS) to obtain pricing and a contract for immediate and long-term actuarial services including without limitation, analyses of new and existing programs and populations, Medicaid waiver assistance, rate development and verification, budget modeling, benefit and reimbursement studies, long-term services and supports assistance, and other ad hoc projects that may arise during the contract term. The Office of Procurement is the sole point of contact throughout this solicitation process.

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

2.2 BACKGROUND

The State requires actuarial consulting services to develop actuarially sound capitated rates, budgets and rates that are sustainable for the Medicaid program, and to negotiate reasonable payment terms with the Qualified Health Plans (QHPs) that service the Arkansas Health and Opportunity for Me (ARHOME) program under a 1115 waiver approved by CMS. For 1115 waivers, the State will need assistance with the development of budget neutrality figures, guidance on Waiver concepts and terms, and any other needed actuarial consulting with regard to these and future 1115 Waivers.

In addition, the State will require assistance on several of its Medicaid Waiver programs, including 1915(b) & (c) waivers. Certain home and community-based services are provided for aging and disabled populations through the Provider-Led Arkansas Shared Savings Entity (PASSE) program. This includes individuals with complex behavioral health and intellectual and developmental disabilities service's needs. The PASSE program operates under 1915(b) & (c) waiver authorities approved by CMS and requires actuarially sound rate studies to be conducted on services provided through the PASSE program. This includes analyses surrounding the waiver population, actuarially sound rate setting, and analyses of budget impacts, quality of care goals and results, and home and community-based service slots. Arkansas also administers a Non-Emergency Transportation Program through an approved 1915(b) waiver and will require similar actuarial services for that program.

The priorities listed above are in addition to a range of long-term actuarial consulting needs, including without limitation, program design, development, implementation and monitoring; support and technical assistance on CMS communications; participation in public meetings and private forums; benefit and reimbursement studies; pharmaceutical studies; long-term services and supports assistance; long-term budget modelling; any other rate determinations that may result from policy changes within the agency, and other ad hoc projects as requested by DHS.

2.3 MINIMUM QUALIFICATIONS

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

- A. The Contractor **must** be registered to do business in the State of Arkansas and in good standing by the initial start of any resulting contract. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. The key actuarial and consulting personnel that the Prospective Contractor assigns to this contract **must** have a of minimum ten (10) years' professional experience as the actuary of record in commercial and Medicaid Managed Care rate setting in at least three (3) states. Experience **must** include, at a minimum, managed care environments for behavioral health and developmental disability services, plus services for one (1) or more of the following populations: foster care, juvenile justice, or special needs.
- C. In addition, the contractor must have professional experience analyzing and developing the following for at least three (3) Medicaid programs:
 1. The 1915(b) waiver cost effectiveness requirements, including setting capitation rates, developing cost effectiveness workbooks for CMS submission, and developing directed payments;
 2. The 1915(c) waiver cost neutrality workbooks and rates;
 3. The 1115(a) waiver budget neutrality requirements;

4. Rate development; and
5. Supporting a public entity through policy and finance review and recommendations.

E. For verification purposes of portions of the Qualifications, the Prospective Contractor **must** complete and submit the Experience and Client History Form (Attachment I).

2.4 SCOPE OF WORK

- A. The contractor **shall** provide DHS with statistical and actuarial services and consulting services in support of the development, implementation, and evaluation of various Medicaid projects. Areas of work include but are not limited to:
1. Budgeting and fiscal impacts analysis.
 2. General analysis tasks.
 3. Rate reviews and recommendations
 4. Waiver rate and budget development

- B. Projects scheduling may be on the following basis:
1. A regular, recurring basis, such as an annually.
 - 2.
 3. An ad hoc or “as needed” basis.

DHS will provide as much advance notice, planning, and collaboration as possible to the contractor, and the contractor **shall** meet all requirements and deadlines of the agreed-upon projects.

- C. The exact scope of these projects will be identified through a specific request from DHS as needs arise.
- D. Because some projects may require elements which are not known at this time, the requirements for a project may extend beyond those provided in this RFP.
- E. The currently required project is the PASSE Rate Development.

1. The contractor **shall** develop actuarially sound capitated and shared savings rates and quality incentive payments for services and populations provided under the PASSE based on claims data including without limitation Medicaid and other claims data.

2. PASSE rate development is typically undertaken on an annual basis.

F. Actuarial Analyses for Existing Populations and Programs

In addition to actuarially sound rate development, any additional actuarial analyses for existing populations and programs are covered under this task.

1. Consistent with the actuarial analyses tasks above, develop actuarially sound rates for various models for delivering Medicaid programs and services including without limitation:

- A Provider-Led Arkansas Shared Savings Entity (PASSE) with multi-tiered managed care rules,
- The Arkansas Patient-Centered Medical Home Program (PCMH),
- Program of All-Inclusive Care for the Elderly (PACE),
- Non-Emergency Transportation (NET) for Medicaid beneficiaries,
- The Arkansas Health and Opportunity for Me (ARHOME) program, and
- The Tax Equity and Fiscal Responsibility Act (TEFRA) program.

2. In addition to actuarially sound rate development, this task will include:

- Analyses surrounding utilization and unit cost trends,
- Incurred but not reported claims calculations,
- Impacts of programmatic changes,

- Efficiency adjustments,
- Development of nonmedical expenditures including administration,
- Medical management and profit, risk, and contingency margins,
- Review and analysis of legislative estimates,
- Other actuarial analyses impacting rate development.

3. Actuarial services around 1915(b) and (c) Waiver amendment work **shall** include without limitation:

- Assistance with CMS communications,
- Development of budget neutrality and cost effectiveness figures,
- Guidance on waiver concepts and terms, and
- Assistance with the completion of cost effectiveness and budget neutrality portions of the Waiver applications,
- Any other needed actuarial consulting with regard to 1915(b) and (c) waivers.

G. Actuarial Analyses for New Populations and Programs

1. Analysis including actuarially sound rate development for new populations and programs as developed by DHS, including without limitation:

- Potential newly eligible populations created as a result of changes to Medicaid,
- The Affordable Care Act, and
- Any other new populations and programs.

2. In addition to actuarially sound rate development, any additional actuarial analyses for new populations and programs and their impacts are covered under this task.

H. Program Design Strategy, Development, Implementation, and Monitoring

1. Assist and consult with regards to program design, including development of new services or rates.

2. This may include items such as:

- Solvency standards
- Reserves,
- Risk sharing approaches,
- Quality metrics,
- Contracting,
- Data reporting,
- Financial template development and reporting, and
- Other program items.

I. Public Meeting Support and Facilitation

At the request of DHS, attend in-person or virtually as required by DHS, and at times, lead meetings in various settings to discuss aspects of Arkansas Medicaid, including but not limited to:

- Legislative meetings
- Stakeholder meetings,
- Public comment meetings,
- Provider community meetings, and
- Internal DHS meetings.

J. State General Fund Budget Modeling

Assistance with General Fund budget forecast scenario modeling including a comprehensive understanding of the funding streams used by DHS.

K. Hospital Financial Modeling

Assistance with hospital Upper Payment Limit forecast modeling, guidance and analyses for hospital reimbursement methodology approaches including All Patient Refined Diagnosis Related Groups (APR-DRGs) and Enhanced Ambulatory Patient Groups (EAPGs) (once implemented), and meeting participation and facilitation with the Arkansas Hospital Association will be a part of this task among any other needed items.

L. Benefit and Reimbursement Studies

Analyses determining the impacts and implications of potential benefit changes or reimbursement adjustments on rates, access, quality of care, and budgets among other things.

M. Pharmaceutical Studies

Analyses regarding different Pharmacy impacts including cost of dispensing, reimbursement methodology, and potential management among other things.

N. Long Term Services and Support Assistance

Analyses surrounding the State Long-Term Care population including assistance with:

- Program design,
- Waiver development,
- Actuarially sound capitation rate setting,
- Budget impacts,
- Quality of care goals and results,
- Access to care, and
- Home and community-based service slots among other things.

O. Technical Assistance, Centers for Medicare and Medicaid Services (CMS) Communications

Upon request by DHS, provide technical assistance and participation in calls, meetings, and other communications with CMS on all current populations and programs, as well as any future programs and populations as developed by DHS.

P. Ad Hoc Projects

Complete ad hoc projects to include, without limitation:

- Future State and federal changes to the Arkansas Medicaid program that may result in rate changes.
- Non-Medicaid services provided through DHS.
- Annual reviews of the overall health care landscape in the State of Arkansas.

2.5 ACTUARIAL AND CONSULTING SERVICES FOR RATE DEVELOPMENT

- A. At DHS's request, the contractor **shall** provide its methodology for all deliverables for a project, including without limitation, staffing analyses and financial modeling.
- B. Contractor-developed managed care rates **must** adhere to CMS requirements for actuarial soundness (42 CFR § 438.4).
- C. All contractor developed rates must adhere to CMS's rate setting requirements and guidance, including those found in the Access Rule at 42 CFR §§ 431, 438, 441, and 447.
- D. Prior to initiating any actuarial consulting project, DHS will request a consultation to discuss the service needs with the contractor.
 1. After the consultation, the contractor **shall** develop a scope of work and applicable fee schedule for DHS review and approval.

2. This estimated total fee **shall** include an explanation of the basis for the cost including Contractor's schedule of required hours and staffing.
 3. Payment schedule for each project, such as benchmark payments or payment at completion, shall be negotiated prior to each project and may vary for each project.
 4. DHS reserves the right to negotiate pricing for each project and to make adjustments to the project scope and requirements, if desired, to reduce cost.
- E. The Contractor **shall** provide these services either through its internal resources, or, at DHS approval, through procurement of sub-contractors who have the specific skills required.
1. All resulting work efforts of a subcontractor **shall** be administered by the Contractor through their contract with DHS.
- F. As required by DHS, the Contractor **must** provide status reports for each project throughout its duration and until completion and **must** provide detailed explanation to DHS, for DHS review and approval, for any modifications to the scope, schedule or budget.
- G. DHS reserves the right to terminate the contract for convenience at any point in the project per Section 4.10 of this RFP. For any projects ended prior to project completion, DHS will pay for hours worked and the contractor shall provide all material, work product, and data produced.

2.6 ROLES AND RESPONSIBILITIES

- A. DHS will:
1. Provide a request for services which outlines the project goals;
 2. Review and approve all scopes of work and budgets proposed by the Contractor for completion of a project requested by DHS;
 3. Review qualified staff/project teams identified by the Contractor and select the preferred option; and
 4. Review and approve all payment documentation (e.g. timecards, deliverables).
- B. Contractor **shall**:
1. Review each request for services and work with DHS to ensure all areas of ambiguity have been addressed.
 2. Identify qualified staff/project teams, including subcontractors, which can meet the needs outlined in the request for services.
 - The contractor **shall** replace any project team members at the request of DHS.
 - The Contractor shall hold industry certifications for all key personnel who will provide actuarial work for this contract. Licenses and certificates must be in effect for the duration of the contract. The Contractor shall provide current copies of licenses and certifications to DHS within five (5) business days of request at any time during the contract duration.
 3. Submit a workplan to DHS, for DHS review and approval, detailing total hours for each person/position assigned to the project and collaborate with DHS to make any adjustments to the plan for a mutually agreeable final hourly plan.
 4. Assign a point of contact for each project who will lead coordination with DHS project team.
 5. Administer all billing activities.
 6. Be responsible for the project from initiation to completion; and report progress of hours used toward total hours and/or costs of all project activities monthly or with invoices, whichever occurs most often.
 - a. The below *Figure A: Required Progress Report* provides a sample progress report that the contractor **shall** include with all monthly invoices. This is used strictly as an example for format, Actual descriptions and rates will vary.

- b. The required format of this report may change throughout the contract duration, but any changes **must** be at the direction of, or made only after agreement from, DHS.

Figure A: Required Progress Report

Example Progress Report			
Project 1 Name	Total Budget: \$100		
Staff Position	Hours	Hourly Rate	Invoice Amount
Position 1	1.00	\$1.00	\$1.00
Position 2	1.00	\$2.00	\$2.00
Position 3	1.00	\$3.00	\$3.00
Position 4	1.00	\$4.00	\$4.00
Position 5	1.00	\$5.00	\$5.00
Position 6	1.00	\$6.00	\$6.00
Total	6.00		\$21.00
	Remaining budget		\$79.00
Project 2 Name	Total Budget: \$200		
Staff Position	Hours	Hourly Rate	Invoice Amount
Position 1	1.00	\$1.00	\$1.00
Position 2	2.00	\$1.00	\$2.00
Position 3	3.00	\$1.00	\$3.00
Position 4	4.00	\$1.00	\$4.00
Position 5	5.00	\$1.00	\$5.00
Position 6	6.00	\$1.00	\$6.00
Total	21.00		\$21.00
	Remaining budget		\$179.00
Total Invoice	\$42.00		

7. Upon identifying possible additional services and/or costs necessary to complete a project that may affect the original, agreed-upon scope and cost for the project, the contractor shall contact DHS immediately to provide the written details of the recommendations.

- a. DHS will review the recommended adjustment, and the contractor **shall** allow DHS to have final approval of the additional scope and cost.

- C. The Contractor **shall** provide on-site DHS visits to collect information, if deemed necessary by DHS.
- D. The Contractor **shall** be able to provide support to DHS staff during the review and analysis of annual statement actuarial filings and in conjunction with DHS examination and analysis engagements.
- E. In the event of a hearing, deposition, or court challenge of figures derived by the actuary on any work performed under this contract, the Contractor **shall** provide expert testimony defending the figures developed and explaining the methodology used.
- F. The Contractor **shall** be present at any hearing or court proceeding as requested by DHS.

2.7 EXPENSES

All expenses **must** be included in the hourly rate, and the following assumptions **must** apply:

- A. Domestic airfare **must** be at a maximum of standard coach rates or actual cost, whichever is less.
- B. Food and lodging expenses **must not** be more than the maximum of the Federal allowable rate or actual cost for that location, whichever is less.

- C. Travel time and overnight off time **must not** be billable.

2.8 PRIVACY AND SECURITY

- A. The Contractor shall ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and State privacy and security standards. Prior to award, the Contractor must complete and sign a Business Associate Agreement (BAA). The State of Arkansas Security and Privacy policies can be found at:

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1001.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1003.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4002.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4008.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4009.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5000.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5010.pdf>

- B. The Contractor shall disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.
- C. The Contractor shall use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.
- D. The Contractor shall safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.
- E. The Contractor must maintain confidentiality and meet any applicable Privacy Act of 1974, Health Insurance Portability and Accountability Act (HIPAA), and Health Information Technology for Economic and Clinical Health (HITECH) Act requirements. Prior to award, the Contractor must complete and sign a Business Associate Agreement (BAA).

2.10 PERFORMANCE STANDARDS

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

control of the Contractor that hindered the performance of services or if it is in the best interest of the State to do so. In these instances, the State **shall** have final determination of the performance acceptability.

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

SECTION 3 – SELECTION

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

3.1 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 rejected and **shall** not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After 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 their individual scores recorded on the preliminary Individual Score Worksheet with the committee, the individual committee members will be given the opportunity to change their initial individual score, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal. For purposes of scoring, only the final scores of the evaluators reflected on the Consensus Score Sheet will be used. Each evaluator will sign the Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.

5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

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

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Background Experience	45	40%	280
E.2 Staffing and Capacity	30	30%	210
E.3 Approach / Strategy / Work Product	55	30%	210
Total Technical Score	130	100%	700

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

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

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

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

B = Maximum Raw Points possible for sub-section

C = Maximum Weighted Score possible for sub-section

D = Weighted Score received for sub-section

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

F. Technical Proposals that do not receive a minimum weighted score/subtotal of 425 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

3.2 COST SCORE

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

B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

3.3 GRAND TOTAL SCORE

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

	Maximum Points Possible
Technical Proposal	700

Cost	300
Maximum Possible Grand Total Score	1,000

3.4 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

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

4.2 GENERAL INFORMATION

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

4.3 CONDITIONS OF CONTRACT

- A. The Contractor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The Contractor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G. Do not complete and return any of the above-named attachments. They are for your information only.

4.4 STATEMENT OF LIABILITY

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

4.5 PERFORMANCE BONDING

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

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 will give the contractor 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 **must** 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 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 Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of 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 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.