

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
Submittal of Required Plans The Contractor shall submit and finalize all required plans within the timeframes agreed upon by the awarded contractor and the Arkansas Department of Human Services (DHS). This includes but is not limited to: The Implementation Plan, Communication and Issue Resolution Plan, Information Security Plan, Training Plan, Disaster Recovery and Business Continuity Plan, and Staffing Plan.	Contractor must submit Implementation Plan, Communication and Issue Resolution Plan, Information Security Plan, Training Plan, and Staffing Plan no later than thirty (30) calendar days after contract award. Contractor must submit a Disaster Recovery and Business Continuity Plan no later than sixty (60) calendar days before Go-Live.	Two hundred and fifty dollars (\$250) per day, per plan, for each day that plan is late.
Testing and Correction of Deficiencies The Contractor shall address and fix all deficiencies identified both during system testing as set forth in the Request for Proposals (RFP) and ongoing for the life of the contract.	Contractor must submit a Plan of Correction (POC) within fifteen (15) business days and correct all deficiencies within timeframes stated in the DHS-approved POC.	Two thousand five hundred dollars (\$2,500.00) per business day for each business day the POC is late and/or Two thousand five hundred dollars (\$2,500.00) per calendar day for each calendar day the deficiency remains uncorrected past the date stated in the POC.
Solution Delivery The Contractor shall deliver a fully-functioning Juvenile Justice Information System (JJIS) per the requirements set forth in this RFP and the subsequent contract, by the go-live date mutually agreed upon during Contract negotiations.	Contractor must deliver a fully-functioning solution by the go-live date mutually agreed upon during Contract negotiations.	One percent (1%) of the total implementation cost for each week that the System is late past the mutually agreed upon Go-Live date.
Training The Contractor shall complete all training activities as required in RFP.	All designated DHS staff must be trained by the date mutually agreed upon during contract negotiations.	One percent (1%) of the total implementation cost for each week that the training activities are incomplete past the date agreed upon during contract negotiations.
System Updates and Enhancements The Contractor shall provide written notice to the Contract Monitor of any system update or maintenance that requires scheduled down-time.	Contractor must deliver written notice at least fourteen (14) calendar days prior to the planned downtime.	Three hundred dollars (\$300.00) per day for every calendar day less than fourteen (14) days the Contractor does not provide written notice of planned downtime to the Contract Monitor.

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System Availability The Contractor's system shall be available 99.9% of the time each month, excluding scheduled down-times agreed to by the Contract Monitor.	Contractor's system must be available 99.9% of the time for each calendar month excluding agreed upon, scheduled down-times.	One thousand dollars (\$1,000.00) for each month that the System does not meet the required availability.
Security Breaches The Contractor shall report all security breaches to the Contract Monitor in writing via email and by telephone.	Contractor must submit notification to Contract Monitor within one (1) business hour of discovery of a security breach.	Five hundred dollars (\$500) per business hour for every business hour the Contract Monitor is not notified of a security breach.
On-going User Support The Contractor shall provide resolution as agreed upon by the communication and issue resolution plan: <ul style="list-style-type: none"> Emergency Support to designated State Personnel via telephone and email twenty-four (24) hours a day, seven (7) days a week. Emergency Support shall include, but not be limited to an event such as Complete System Failure. High Priority Issues within four (4) hours of notification by DHS. Medium Priority Issues within twenty-four (24) hours of notification by DHS. Low Priority Issues within three (3) days of notification by DHS. 	Contractor must provide resolution according the following schedule: <ol style="list-style-type: none"> Emergency Support provided via telephone and email twenty-four (24) hours per day, seven (7) days per week. High Priority Issues resolved within four (4) hours. Medium Priority Issues resolved within twenty-four (24) hours. Low Priority Issues resolved within three (3) days. 	One thousand dollars (\$1,000.00) credit for each hour past four (4) hours a High Priority Issue was not resolved. Seven hundred and fifty dollars (\$750.00) credit for each hour over twenty-four (24) hours a Medium Priority Issue was not resolved. Five hundred dollars (\$500.00) credit for each day over three (3) days a Low Priority Issue was not resolved.
Required Interfaces Contractor must provide all required, fully functional interfaces by time of Go-Live. Contractor must maintain all required, fully functional interfaces for the life of the contract.	Contractor must provide all fully functional, required interfaces by time of Go-Live. Contractor must maintain fully functional required interfaces for the life of the contract.	Two thousand dollars (\$2,000.00) per interface, per day for each day after Go-Live that each required interface is not functional. One thousand (\$1,000.00) per interface, per week for each week that the interface is not functional.

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Data Conversion The Contractor shall convert all required data into the System by time of Go-Live.	Contractor must convert all required data into the System by time of Go-Live.	Five thousand dollars (\$5,000) for each day the data conversion is not complete after Go-Live.
Disaster Recovery In the event of a disaster, data collection must resume within twenty-four (24) hours per the requirements of the Disaster Recovery and Business Continuity Plan.	Contractor must resume data collection within twenty-four (24) hours of a disaster.	Five thousand dollars (\$5,000.00) per day for every day past the initial twenty-four (24) hour period.
Conflict of Interest Mitigation During the term of this contract, the Contractor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Contractor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Contractor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.	The Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	The Contractor will be fined five thousand dollars (\$5,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Contractor shall be fined one hundred thousand dollars (\$100,000) for the first failure to comply with the mitigation plan developed by the Contractor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.
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 at least \$500,000, 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.	Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.	Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria. In addition, Vendor's continued failure to meet Service Criteria, may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract termination.

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<p>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.</p> <p>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.</p>		<p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>
<p>Transition Planning Ninety (90) days prior to the contract end date, the Contractor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another contractor selected by DHS to provide the contracted services. The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>The Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Contractor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the Contractor file. Final payment may be withheld from the Contractor until the all elements of the transition are satisfied as determined by DHS.</p>

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

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

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.