



# STATE OF ARKANSAS

## OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300  
Little Rock, Arkansas 72201-4222

## REQUEST FOR PROPOSAL (RFP)

### SOLICITATION INFORMATION

RFP Number:	SP-15-0062	*Bid Opening Date:	March 6, 2015	*Bid Opening Time:	2:00 p.m. CDT
Description:	Population Health Management (PHM) Vendor				
Agency:	Department of Finance and Administration / Employee Benefits Division (EBD)				
OSP Buyer	Jessica Lowder	Phone:	501-324-9316		
Email:	<a href="mailto:jessica.lowder@dfa.arkansas.gov">jessica.lowder@dfa.arkansas.gov</a>				
Type of Contract:	Term contract. Three (3) year initial term with optional renewals.	Solicitation Issued:	1/22/2015		

\*Proposals **will** be accepted until the opening time and date specified above.

### RESPONDENT'S INFORMATION (Type or Print)

Company:					
Address:					
City:		State:		Zip Code:	
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government/ Nonprofit				
Minority Designation: <i>See Minority Business Policy</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran				
	AR Minority Certification Number:				
	Service Disabled Veteran Certification Number:				

### VENDOR REPRESENTATIVE CONTACT INFORMATION

*Provide contact information to be used for RFP related matters.*

Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

Redacted Copy:	<input type="checkbox"/> YES, a redacted copy of proposal is enclosed.
	<input type="checkbox"/> NO, a redacted copy of proposal is not enclosed. I understand a copy of non-redacted proposal will be released. <i>Note: If a redacted copy of the proposal is not provided with vendor's proposal submission, and neither box is checked, a copy of the non-redacted proposal, with the exception of financial data (other than pricing), shall be released in response to any request made under the Freedom of Information Act. See Proprietary Information.</i>

By signing and submitting his proposal, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, **shall not** have force or effect. Failure to comply with the State's requirements and terms and conditions, including those specifying information that **must** be submitted with a proposal, **shall** be grounds for rejecting a bid.

*Authorized Signature:		Title:	
Printed/Typed Name:		Date:	

\*Use Ink Only. Unsigned Proposals **will not** be considered.

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

### **1.1 INTRODUCTION**

- A. This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) on behalf of the Department of Finance and Administration/Employee Benefits Division (EBD) to obtain pricing and a contract for a Population Health Management (PHM) Vendor for both the Arkansas State Employee (ASE) and Public School Employee (PSE) Health Insurance Plans (Plans).
- B. Population Health Management is generally defined as the technical field of endeavor which utilizes a variety of individual, organizational and cultural interventions to help improve the morbidity patterns and the behavioral health of populations by using a single point of contact and coordination.
- C. Population Health Management is designed to lower the overall cost trend of a defined population through the use of such tools as Evidenced-Based Medicine (EBM), Predictive Modeling across multiple clinical conditions, Personal Health Management techniques, and intensive Care Management (CM) that is individually customized for members who may be either at the highest level of risk or those who are presenting symptoms of one or multiple conditions.
- D. Population Health Management is comprised of the following key components:
  - 1. Behavioral Management.(BH)
  - 2. Case Management.(CM)
  - 3. Disease or Condition Management.(DM)
  - 4. Care Coordination and Management.(CM)
  - 5. Health Coaching.(HC)
  - 6. Maternity Management.(MM)
  - 7. Member Outreach and Engagement.
  - 8. Utilization Management.(UM)
  - 9. Predictive Modeling through the use of Advanced Claims Analytics Software.
  - 10. Integration of such tools as Biometric Screenings and Health Risk Assessments into Predictive Modeling and Claims Analytics Software.
  - 11. Using the latest in Evidence-Based Medicine to coordinate a high level of care across multiple providers and specialties.
- E. Currently the Utilization, Case and Disease Management Services as well as the Predictive Modeling for the ASE and PSE plans are provided for on three (3) separate contracts. To increase efficiency as well as to incorporate the additional components that comprise Population Health Management, EBD has decided to combine all of the services together onto one contract.
- F. Both groups of actives and retirees are self-funded for the medical health benefit and pharmacy benefit.
- G. The ASE and PSE Health Plans combined have on average 120,000 enrolled employees and 127,000 total members enrolled. This includes Active Employees, Non-Medicare retirees and dependents.
- H. Full implementation of the vendor's services for the PHM program **shall** be no later than June 30, 2015.
- I. The PHM program will be offered to State employees and members covered on the plan.
- J. The Arkansas State and Public School Life and Health Insurance Board has full policy-making authority for the health and life insurance programs.

- K. Throughout the term of this contract, as requested by EBD or as required by law, EBD may choose to add or remove any services offered by the vendor under the scope of this contract. These services may be existing services as offered in the vendor's proposal, or they may be newly created services based on improving technology or may be required as a result of newly enacted Federal and/or State mandates. Pricing for these services **shall** be negotiated if/when the services are added or removed; **shall** be consistent with current contract pricing for similar services; and **shall** be agreed upon in writing between agency and vendor prior to implementation of the service.

## 1.2 **TYPE OF CONTRACT**

The resulting contract will be a TERM contract. The term of this contract **shall** be for three (3) years. Upon mutual agreement by the Vendor and EBD, the contract may be renewed by OSP on a year-to-year basis, for up to four (4) additional one-year terms or a portion thereof. In no event **shall** the total contract term be more than seven (7) years. The anticipated starting date for the initial term of the contract is **May 1, 2015**.

## 1.3 **AWARD CRITERIA**

Award **shall** be made on an all or none basis. Scoring for the Technical Proposal and cost proposal will be added together to determine the Grand Total Score for each vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor.

## 1.4 **ISSUING AGENCY**

OSP, as the issuing office, is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State's buyer as shown on page one of this RFP. Vendor's questions will be answered as a courtesy and at vendor's own risk.

## 1.5 **DELIVERY OF RESPONSE DOCUMENTS**

A. Delivery address for proposal submission documents:

Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222

Note: Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address.

B. The proposal's outer packaging **must** be sealed and should be properly marked with the following information:

- RFP number
- Date and time of RFP opening
- Vendor's return address

1. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.

C. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the location and on or before the date and time set in this RFP solicitation documents.

1. Proposals received at OSP after the date and time designated for the proposal opening **shall** be considered late and **shall** be returned to the vendor without further review.

D. It is not necessary to return "no bids" to OSP.

## 1.6 **BID OPENING LOCATION**

Proposals submitted by the opening time and date will be opened at the following location:

Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222

**1.7 RESPONSE DOCUMENTS****A. Vendor(s) *must* submit:**

1. One (1) signed original Technical Proposal on or before the date and time specified on page one (1) of this RFP. The original Technical Proposal should be clearly marked.
2. One (1) original Official Bid Price Sheet.
  - a. **Do not** include any pricing from the Official Bid Price Sheet in the Technical Proposal copies, including the electronic copies.
  - b. Pricing from the Official Bid Price Sheet **must** be separately sealed from the Technical Proposal response and clearly marked as pricing information.

**B. Vendor(s) should submit:**

1. Three (3) complete copies (marked "COPY") of the RFP Technical Proposal response.
2. Four (4) electronic versions of the Technical Proposal response, preferably on flash drive. CDs will also be acceptable.
3. One (1) electronic copy of the Redacted Proposal, preferably on a flash drive. CDs will also be acceptable. See *Proprietary Information*.
4. One (1) electronic version of the Official Bid Price Sheet(s), preferably on a flash drive. CDs will also be acceptable.
  - a. The electronic media containing pricing **must** be separately sealed from the Technical Proposal response and clearly marked as pricing.
5. Copy of Vendor's Equal Opportunity Policy. (See Equal Opportunity Policy.)
6. Illegal Immigrant Certification. (See Employment of Illegal Immigrants.)
7. EO 98-04 Disclosure Form. (See EO 98-04 Governor's Executive Order.)
8. Voluntary Product Accessibility Template (VPAT).

**C. Technical Proposal Organization: It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.**

1. Ancillary information including promotional/marketing information, or anything not directly responsive to this RFP, should not be included with the Technical Proposal.
2. The Technical Proposal should be easy for the evaluators to read and reference. The original proposal and all copies should be arranged in the following order with the sections clearly marked (i.e., indexed and tabbed).
  - a. Signature Page (page one (1) of the RFP document).
  - b. Table of Contents.
  - c. Submission Documents, including but not limited to:
    - Equal Opportunity Policy.
    - Illegal Immigrant Certification.
    - E.O. 98-04 – Contract Grant and Disclosure Form.

- Voluntary Product Accessibility Template (VPAT).
  - Signed Addenda, if applicable.
  - Vendor's Acknowledgement and Signature Sheets for:
    - Section 1.
    - Section 2.
    - Section 5.
3. Organize and label the remainder of technical response in a manner so as to reference the numbering system of the RFP.
  4. Reference to handbooks or other technical materials as part of a response **must** not constitute the entire response and vendor(s) **must** identify the specific page and paragraph being referenced.
- D. Items not requiring a specific response may be responded to by concurrence or acknowledgement; no response **will** be interpreted as an affirmative response or agreement to the State's requirements and terms and conditions.

#### **1.8 CLARIFICATION OF RFP AND QUESTIONS**

- A. If additional information is necessary to enable vendor(s) to better interpret the information contained in this RFP, written questions should be submitted by 4:00 p.m., CST on February 6, 2015
1. Submit written questions to the buyer as shown on page one of this RFP.
- B. Vendor's questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted to the OSP website by the close of business on February 13, 2015.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

#### **1.9 COST**

- A. All charges **must** be included on the Official Bid Price Sheet(s) and **shall** be included in the costing calculations.
1. The accompanying excel file contains the Official Price Sheet(s).
- B. All pricing **shall** reflect a per-member-per-month (PMPM) basis.
- C. Vendor(s) **must** include **ALL** pricing information on the Official Price Bid Sheet(s) **ONLY** and **must** clearly mark said pages(s) as pricing.
- D. Subcontractor fees **must** be disclosed on the Official Price Sheet and **must** be sealed separately from vendor's Technical Proposal. The State **shall** have the right to refuse the choice of any particular subcontractor that may be proposed.
- E. To allow time to evaluate proposals, prices **must** be valid for 120 days following RFP opening.
- F. The State **shall not** be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **will** be borne by the vendor.
- G. All proposal pricing **must** be United States dollars and cents.
- H. Official Bid Price Sheet(s) may be reproduced as needed.
- I. Vendor(s) may expand items to identify all proposed equipment, software, or services. A separate listing, which **must** include pricing, may be submitted with the Official Bid Price Sheet(s) **ONLY**.

**1.10 INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the vendor(s) certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal: the prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from, or given to, a competitive company.
- B. If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all vendors **shall** understand that this paragraph may be used as a basis for litigation.

**1.11 PROPRIETARY INFORMATION**

- A. Proposals and documents pertaining to this RFP become the property of the State and **shall** be open to public inspection subsequent to proposal opening.
- B. One complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy, should be submitted with your proposal submission.
  - 1. Except for the redacted information, the redacted copy **must** be identical to the original hard copy.
  - 2. The redacted copy should:
    - a. Reflect the same pagination as the original.
    - b. Show the empty space from which information was redacted.
  - 3. It is the responsibility of the vendor to identify all proprietary information and to ensure the electronic copy is protected against restoration of redacted data.
- C. The redacted copy **will** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- D. If a redacted copy is not included with your proposal submission, the entire proposal **will** be open to public inspection with the exception of financial data (other than pricing).
- E. If the State of Arkansas deems redacted information to be subject to FOIA, the vendor will be contacted prior to the State providing the information.

**1.12 CAUTION TO VENDORS**

- A. During the time between the proposal opening and contract award, any communication concerning this RFP **must** be addressed through OSP.
- B. Vendor should ensure all copies and all media are identical to the vendor's original hard copy proposal. In case of a discrepancy, the hard copy **shall** govern.
- C. Failure to submit the required number of copies with the proposal may be cause for rejection.
- D. If OSP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
- E. An official authorized to bind the vendor(s) to a resultant contract **must** sign the proposal.
- F. All official documents and correspondence **shall** be included as part of the resultant contract.
- G. Proposals **will** be accepted only in the English language.
- H. The State Procurement Official **shall** have the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals **shall** be rejected for one or more reasons including the following:
  - 1. Failure of the vendor(s) to submit a proposal(s) on or before the date and time designated for proposal opening for this RFP.

2. Failure to sign an Official RFP Document.
  3. Failure to complete and include the Official Bid Price Sheet(s).
  4. Failure to separately seal the Official Bid Price Sheet from the Technical Proposal for both electronic and hard copies.
  5. Failure of the vendor(s) to respond to a requirement for clarification.
  6. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this RFP.
  7. Failure of any proposed service to meet or exceed the specifications.
- I. Single and joint vendor proposals and multiple proposals by vendors are acceptable. However, a single vendor **must** be identified as the prime contractor in each proposal.

#### 1.13 **DEFINITION OF TERMS**

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point of item in question as indicated in Clarification of RFP and Questions. The words "bidder" and "vendor" are used synonymously in this document.
- B. Any statement in this document that contains the word "**must**" or "**shall**" or "**will**" means that compliance with the intent of the statement is mandatory, and failure by the vendor(s) to satisfy that intent **will** cause the proposal to be rejected.
- C. The terms used in this document to refer to the ASE and PSE Health Plans will be referred to as "plans". The term to identify the UM, CM and DM programs will be referred to as "programs".

#### 1.14 **REQUIREMENT OF ADDENDUM**

- A. This RFP may be modified only by an addendum written and authorized by OSP.
- B. Vendors are cautioned to ensure that they have received or obtained, and have responded to, any and all addendums to the RFP prior to submission.
- C. There will be no addendums to a RFP 72 hours prior to the RFP opening, other than to:
  1. Extend the bid opening date.
  2. Cancel to bid.
- D. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> , for any and all addenda up to bid opening.

#### 1.15 **ALTERATION OF ORIGINAL RFP DOCUMENTS**

- A. The original written or electronic language of the RFP documents **shall not** be changed or altered except by approved written addenda issued by OSP. This does not eliminate a vendor from taking exception(s) to non-mandatory terms and conditions.
- B. If the Vendor wishes to make exception(s) to any non-mandatory terms and conditions, it **must** be submitted by the vendor on or attached to the Vendor's Signature and Acknowledgement Sheet for that section. Vendor **must** clearly explain the exception(s).
- C. If Vendor's submittal is discovered to contain alterations or changes to the original written or electronic documents, the Vendor's response may be declared non-responsible. If declared non-responsible, the response **shall not** be considered.

**1.16 ADDITIONAL TERMS AND CONDITIONS**

- A. Additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response, that conflict with mandatory terms and conditions required by law **shall not** be considered.
- B. In signing and submitting his proposal, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, **shall not** have force or effect.
- C. Failure to comply with terms and conditions, including those specifying information that **must** be submitted with a proposal, **shall** be grounds for rejecting a proposal.

**1.17 AWARD RESPONSIBILITY**

OSP will be responsible for award and administration of any resulting contract(s).

**1.18 RESERVATION**

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

**1.19 ANTICIPATION TO AWARD**

- A. After complete evaluation of the proposals, the anticipated award will be posted on the OSP website ([http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php)).
- B. The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.
- C. OSP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
- D. Vendors are responsible for viewing the Anticipation to Award section of the OSP website.

**1.20 NEGOTIATIONS**

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

**1.21 MINORITY BUSINESS POLICY**

- A. Minority participation is encouraged in this and in all other procurements by State agencies.
- B. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is African American, Hispanic American, American Indian, Asian American, Pacific Islander American, Service Disabled Veteran as designated by the United States Department of Veterans Affairs.
- C. The Arkansas Economic Development Commission conducts a certification process for minority business and disabled veterans. Certification number should be included on page one (1) for verification.

**1.22 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the vendor's Equal Opportunity (EO) Policy prior to issuing a contract award.
- B. EO policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission is a one-time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other State agencies that **must** also comply with this statute.



- D. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

#### **1.23 EMPLOYMENT ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, selected vendor(s) **must** certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State.
- B. Vendors **shall** certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>.

#### **1.24 PAST PERFORMANCE**

In accordance with provisions of the State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and **must** be supported by written documentation. Documentation may be in the form of a written or an electronic report, Vendor Performance Report (VPR), memo, file or any other appropriate authenticated notation of performance to the vendor files.

#### **1.25 TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
  2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
  3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
  4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
  5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
  6. Integrating into networks used to share communications among employees, program participants, and the public.
  7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

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

The respondent's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

#### **1.27 VISA ACCEPTANCE**

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

#### **1.28 PUBLICITY**

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

**SECTION 1 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE**

*This page **must** be signed and submitted with vendor's Technical Proposal.*

By signature below, Vendor acknowledges, affirms, agrees to and shall fully comply with all requirements as shown in Section 1 of this RFP.

\*Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: Any exceptions taken by the vendor to NON-mandatory items listed in Section 1 **must** be declared below or as an attachment to this page.

## **SECTION 2 –MINIMUM REQUIREMENTS**

### **2.1 MINIMUM QUALIFICATIONS**

- A. The Successful vendor **shall** be required to provide Public Health Management Services to EBD. At a minimum, these services **shall** be comprised of the following components:
1. Behavioral Management. (BH)
  2. Case Management. (CM)
  3. Disease or Condition Management. (DM)
  4. Care Coordination and Management. (CM)
  5. Health Coaching. (HC)
  6. Maternity Management. (MM)
  7. Member Outreach and Engagement.
  8. Utilization Management. (UM)
  9. Predictive Modeling through the use of Advanced Claims Analytics Software.
- B. Vendor **must** have a minimum of five (5) years' experience in the business of Utilization Management, Case Management, Disease Management, Behavioral Management, Maternity Management, Health Coaching, Claims Analysis & Predictive Modeling, with five years' experience working with State and/or Federal governmental entities.
- C. Vendor **must** currently serve clients with a minimum of 50,000 Members (*Members may include Actives, COBRA, Non-Medicare Retirees*).
- D. Vendor **must** have an Advanced Claims Analytics/Predictive Modeling software platform.
- E. Vendor **must** make available in either electronic or paper format, upon EBD's request, either standard or custom reports from Vendor's claims analytics/predictive modeling software platform for the purpose of analyzing the medical and pharmacy claims. Reports will be at least on a weekly basis or at EBD's discretion.
- F. Vendor **must** integrate biometric screening and health risk assessment results, either by paper or electronic format, into a members claims data for analysis.
- G. Vendor **must** have the ability to integrate patient data, either in paper or electronic format into the member's claims data for analysis and **must** be provided if requested and be included in the cost.
- H. Vendor **must** be URAC (Utilization Review Accreditation Commission) certified and registered to perform Utilization Management Services by the State of Arkansas Department of Health. The vendor **shall** provide evidence of certification prior to award.
- I. Vendor **must** use Evidence-Based Medical Criteria in the evaluation and treatment strategies of the members.
- J. Vendor **must** have a demonstrated track-record of on-going coordination of services with members, major health plans, physicians and hospitals.
- K. Vendor **will** abide by the data transmission requirements of EBD and/or its Third Party Medical and Pharmacy Administrators.
- L. Vendor acknowledges the trigger list **will** be provided and maintained by EBD. EBD has final determination of the trigger list and its contents and reserves the right to change the trigger list.

**2.2 MEDICAL AND SUPPORT STAFF**

- A. Vendor **must** have a qualified staff comprised of licensed Physicians, Registered Nurses and Case Managers qualified to perform the services listed in this RFP.
- B. Vendor **must** require continuing education for all staff that will provide services under this contract.
- C. Vendor **must** have qualified Health Coaches on staff to perform the services listed in this RFP.
- D. Vendor **must** have a Call Center capable of servicing a group as large as the ASE and PSE Health Plans as well as performing the services listed in this RFP.

**2.3 SYSTEM REQUIREMENTS**

- A. Vendor **must** have all technical systems which will be used in the rendering of the services under this RFP, in full operation and production for at least five (5) years prior responding to this RFP. Modifications, enhancements, or system fixes to existing systems will not apply to the five (5) year limitation.
- B. Vendor **must** not undertake a major conversion to change to another system used to deliver services to the Plan without specific written notice to and subsequent approval from EBD. This does not apply to any program fixes, modifications, or enhancements.
- C. Vendor **must** acknowledge that EBD reserves the right to reject any proposed conversion. Simple modifications, enhancements, or system fixes to existing systems will not apply
- D. Vendor **must** facilitate, at their own expense, a single sign-on/Trusted Link between any secure on-line vendor application and the ARBenefits.org secure membership portal. Limited programming and administrative support can be provided by EBD staff.
- E. Vendor **must** have the capabilities to develop and implement a trusted link between the ARBenefits Member page and the vendor website with limited programming and administrative support provided by EBD staff.
- F. Vendor **must** have a secure website to communicate with and educate participating members.
- G. Vendor **must**, for the purposes of this contract, have the capabilities to host a secure website and **will** maintain all maintenance.

**2.4 GENERAL CUSTOMER SERVICE REQUIREMENTS**

- A. Vendor **agrees** and certifies that for the purposes of this contract, it **will not** outsource to any entities, either Subcontractors or wholly-owned subsidiaries of Vendor, that are located outside the continental United States for any services which include but are not limited to, Customer Service and/or Data Storage.
- B. Vendor **agrees** that once it is notified it **will** track and will report to EBD about any case that meets the following criteria:
  - 1. Out-of-state emergency admissions.
  - 2. Re-admissions to acute facilities within thirty (30) days.
  - 3. Inpatient confinements over fifteen (15) days.
  - 4. Transplant, transplant denials, and changes.
  - 5. Potential catastrophic cases such as multiple traumas, head injury or severe prematurity.
  - 6. Cases requiring support at discharge such as home health, infusion therapy, hospice, or Durable Medical Equipment/Prosthesis requests.
- C. Vendor **affirms** it **will** provide members with toll-free access to trained customer service representatives:
  - 1. At minimum, service **must** be from 8:00 a.m. – 6:00 p.m. Central Time, Monday through Friday, excluding State holidays.
  - 2. Call Center **must** have the ability to record all calls, retrieve, and archive telephone calls, including calls regarding enrollment in their programs.

3. Call Center representatives **must** speak English.
- D. Vendor **must** coordinate all communications to members through the EBD Communications Manager.
- E. Vendor **affirms** that all general member communications materials **must** be approved by EBD prior to publication. Materials relating to a specific member are subject to HIPAA and therefore will not need to be approved by EBD.

## 2.5 **REQUIRED MEETINGS**

- A. Vendor **affirms** it **will** meet regularly with EBD and/or the Arkansas State and Public School Life and Health Insurance Board to report on the general progress of the services and the interaction with our members. These meetings **shall** take place in person at a location designated by EBD or via telephone and/or video conferencing and **shall** occur as follows:
  1. During implementation and the first year after implementation, meetings **shall** be on a weekly basis or as requested by EBD.
  2. After the first year following implementation of this contract, meetings **shall** be on a monthly basis or as requested by EBD.

## 2.6 **ADMINISTRATIVE AND EXECUTIVE SUPPORT**

- A. EBD **will** have the right to meet any personnel assigned by the Vendor to this project and to recommend and/or require reassignment of personnel deemed unsatisfactory by EBD. Vendor will be given a minimum of 72-hours' notice prior to EBD's determined meeting time and place. Furthermore, EBD **will** have the right to request and/or require that any member of the Vendor's team with direct access to EBD or the membership be removed from the account.
- B. Vendor **will** notify EBD at least 72 hours in advance of any changes in vendor representatives, management, or ownership.
- C. Vendor **will** provide all labor, equipment, facilities, supplies, and other goods/services in order to provide EBD and its members with quality service.
- D. Vendor **must** provide an On-Site Operations Client Liaison. The Liaison will be the point of contact for the agency to the vendor and be responsible, among other duties for coordinating the operations of the UM/CM/DM programs. Should EBD choose to use this option, Vendor affirms that the following requirements will be adhered to:
  1. At minimum, On-Site Operations Client Liaison:
    - a. **Will** be approved by EBD.
    - b. **Must** be a Registered Nurse (RN)
    - c. **Will** be physically located on-site at EBD's offices, located in Little Rock, Arkansas.
    - d. **Will** comply with applicable EBD security policies, agency work-related policies, hours of operation, dress code, holidays, etc.
  2. EBD **shall** have the right to require the On-Site Operations Client Liaison be replaced and the Vendor **must** remove the On-Site Operations Client Liaison from State's property immediately and replace the On-Site Operations Client Liaison without any disruption in daily operations with someone of equal or greater qualifications. Additionally, EBD **shall** have the right to discontinue the use of an On-Site Operations Client Liaison.
- E. Vendor agrees and affirms that EBD may require Vendor to provide up to five (5) On-Site Customer Service Representatives. Should EBD choose to use this option, Vendor affirms that the following requirements will be adhered to:
  3. At minimum, On-Site Customer Service Representatives:
    - e. **Will** be approved by EBD.

- f. **Will** be physically located on-site at EBD's offices, located in Little Rock, Arkansas.
  - g. **Will** comply with applicable EBD security policies, agency work-related policies, hours of operation, dress code, holidays, etc.
4. EBD **shall** have the right to require the On-Site Customer Service Representatives be replaced and the Vendor **must** remove the On-Site Customer Service Representative from State's property immediately and replace the On-Site Customer Service Representative without any disruption in daily operations with someone of equal or greater qualifications. Additionally, EBD **shall** have the right to discontinue the use of an On-Site Customer Service Representative.
- E. The Vendor **must** operate and maintain processes and/or systems to support the collection, maintenance, and submission of required information, data, and reports. These functions may encompass both automated and manual processes required to provide standard information, data, and reporting.

## **2.7 TRANSITION/IMPLEMENTATION REQUIREMENTS**

- A. Vendor **affirms** that all actions necessary to perform the transition to the successful vendor **will** be coordinated with EBD and the existing service provider and that EBD **will** have final authority regarding all actions taken to transition these services.
- B. Vendor **affirms** it **will** work with the next vendor to transition all cases in a manner that will not negatively impact the care of the member.

## **2.8 DISASTER RECOVERY**

Vendor **affirms** it has an emergency operations/disaster recovery plan in place that includes redundant systems to avoid any loss of data.

## **2.9 DATA SHARING**

- A. Vendor **agrees** that it **will** utilize the secure email service as defined by EBD.
- B. Vendor **agrees** that it **will** utilize secure file transfer protocol as defined by EBD.
- C. Vendor **will** allow EBD to test website structure, pages, and review content for usability as determined by EBD and that any usability concerns **must** be resolved within two (2) business days.

## **2.10 COMPLIANCE, PRIVACY AND SECURITY REQUIREMENTS**

- A. Prior to award, Vendor **will** complete and sign the Business Associate Agreement posted with the RFP. See *Attachment A*.
- B. Vendor employees and representatives **will** complete the System Confidentiality Agreement prior to implementation, prior to performing any work on this contract, or prior to accessing any member's information. See *Attachment B*.
- C. Vendor and any subcontractor(s) it uses **will** provide evidence with bid submission that the data systems it utilizes to transmit and warehouse any member information is SAS-70 Level II and/or SSAE-16 compliant.
- D. Vendor **must** have the capability to remove or mask all but the last four (4) digits of a member's Social Security Numbers (SSN) from any printed report, letter or other form of communication.
- E. Vendor **must** have the capability to use an alternative member identification number (non SSN) for communication and reporting. Alternate identification number **shall** be mutually agreed upon by Vendor and EBD.
- F. Vendor **will not** use, sell, or otherwise disclose any employee or Plan information to an outside party unless specifically provided in order to comply with the requirements and operations of the Plan. Any disclosure of this information **shall** be subject to the written approval of EBD.
- G. Vendor **will** comply with HIPAA and other federal and/or State mandates to include privacy, security and electronic data transfer requirements.
- H. If requested by EBD, vendor **will** provide information regarding training provided to Vendor's staff pertaining to Internal Revenue Code, ADA, HIPAA and other regulatory issues/laws. This should contain the following:

1. Staff's qualifications.
  2. Training.
  3. Certifications.
  4. Any other pertinent information as determined by EBD.
- I. Any current and future employees assigned to this account **must** have attended or **will** attend HIPAA training prior to performing work on this account or accessing plan records.
- J. If any part of the work is to be outsourced and/or subcontracted, respondent's Technical Proposal **must** include a list of subcontractors. Information pertaining to subcontractor's should include:
1. Name and address of subcontractor's firm.
  2. Name of contact person.
  3. Complete scope of work to be performed by the subcontractor.
  4. Organizational relationship to vendor.
  5. Descriptive information concerning subcontractor's organizational activities.
  6. The HIPAA compliant business associate agreement with the subcontractor **must** be provided to EBD for our records prior to the subcontractor beginning work.

#### **2.11 VENDOR'S RESPONSIBILITIES UPON TERMINATION OF RESULTING CONTRACT**

- A. In the event the contract should be terminated, cancelled or expire, the Vendor **will** assist EBD and the new vendor to ensure an orderly transfer of responsibility and the continuity of those services required under the terms of the contract to another organization designated by EBD.
- B. Vendor **will** deliver, at no charge, all records, documentation, reports, data, recommendations, or printing elements, etc., which are required to be produced under the terms of the contract to EBD or to EBD's designee, within seven (7) days of EBD's request, contract termination or contract cancellation. This requirement does not refer to the Vendor's intellectual property.
- C. Vendor **will** be responsible for providing all services to execute the successful transition of services data. Except for as specifically agreed to by EBD, it is anticipated that EBD's main role will be supervisory to ensure that all of EBD's needs are sufficiently and successfully met.
- D. Vendor must **agree** that all data, records, files and other information relating to the programs are the property of EBD and **must** be released to EBD in the event the contract is terminated.
- E. Vendor must **agree** that at the time of termination all information relating to membership information **must** be made available to EBD in both a secure electronic and printed format. Electronic format **will** mean both electronic images of paper documentation and data extract.

#### **2.12 ELECTRONIC TRANSACTIONS**

- A. Vendor and/or its Subcontractors **will** handle all electronic records and/or any other electronic transactions on behalf of EBD according to all State and Federal laws, the Standards for Electronic Transactions as defined by HIPAA/HITECH as well as the SAS-70 Level II and/or SSAE-16 compliant statutes and regulations.
- B. Vendor **will** comply with all confidentiality and HIPAA requirements as they pertain to a member's confidentially of their personal information.
- C. Vendor **will** provide to EBD, the name, title and contact information for Vendor's Privacy Officer before or during the implementation process.

#### **2.13 AUDIT REQUIREMENTS**

- A. Vendor **will** allow EBD, their chosen representatives and/or the Arkansas Division of Legislative Audit to conduct audits of all records maintained by the Vendor relative to this contract. Vendor also affirms that all Subcontractors of Vendor **will** also be held to this requirement.



- B. Vendor **acknowledges** that, at minimum, EBD will give Vendor a least forty-eight (48) hours' notice of the audit.
- C. Upon request, Vendor **will** make available all applicable records to EBD, their chosen representatives and/or the Arkansas Division of Legislative Audit.
- D. Vendor **will** abide by the audit timeline specified by EBD, their chosen representatives and/or the Arkansas Division of Legislative Audit.
- E. Vendor **will** grant EBD, their chosen representatives and/or the Arkansas Division of Legislative Audit, the right to reasonable inspection of facilities, equipment, and system support operations to ensure the continued ability of Vendor to support the Plans. Failure to comply with a reasonable request to inspect may result in damages up to the value of this contract. Failure to respond to a finding from an inspection within thirty (30) calendar days may result in damages up to the value of this contract.
- F. All audits **will** take place at a site designated by EBD during normal business hours.
- G. Vendor **will** make available all records, as defined by EBD, their chosen representatives and/or the Arkansas Division of Legislative Audit, to review at no cost to EBD.

**SECTION 2 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE**

*This page **must** be signed and submitted with vendor's Technical Proposal.*

By signature below, Vendor acknowledges, affirms, agrees to and shall fully comply with all requirements as shown in Section 2 of this RFP.

\*Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: Any exceptions taken by the vendor to NON-mandatory items listed in Section 2 **must** be declared below or as an attachment to this page.

## **SECTION 3 - INFORMATION FOR EVALUATION**

The vendor should address each item listed in this Section to be guaranteed a complete evaluation. It is strongly recommended that vendor answer each question in the order it was written. Responses should be labeled in a manner so as to reference the numbering system of this section.

### **3.1 ORGANIZATION GENERAL INFORMATION**

- A. State the full name of your organization and describe its structure, including your main and branch offices.  
*Maximum score available = 5 points*
1. Indicate whether your organization operates as a corporation, partnership, or as an individual.
  2. If it is incorporated, include the state in which it is incorporated.
  3. Indicate the month and year your organization was established.
- B. Provide an approximate 250 word summary of your organization's history.  
*Maximum score available = 5 points*
- C. Provide your corporate organizational chart.  
*Maximum score available = 5 points*
- D. Provide a list of three (3) entities that have utilized your services for at least five (5) years. At least one (1) reference should be from a State or Federal client.  
*Maximum score available = 5 points*
- E. Provide a description of your clinical staff and the skills of the clinical staff identifying the staff that is utilized for intake and the staff utilized for clinical strategy.  
*Maximum score available = 5 points*
- F. State the number of years of experience your company has performing these services as described in this RFP.  
*Maximum score available = 5 points*
- G. How many lives do you currently manage? What is your total capacity?  
*Maximum score available = 5 points*
- H. Identify any staff members who are involved in clinical patient management for your organization which are physically located outside of the United States.  
*Maximum score available = 5 points*
- I. Describe your company's experience working with a State or Federal government entity in this capacity.  
*Maximum score available = 5 points*
- J. In order to identify any potential conflict(s) of interest, identify if your organization is affiliated with or owned by any of the following industries:  
*Maximum score available = 5 points*
1. Hospitals
    1. Medical Clinics.
    2. Medical Device Manufacturers.
    3. Physician Practice Groups.
    4. Health Insurers, Third Party Administrators, or Health Maintenance Organizations.
    5. Insurance Brokerage Firms.
    6. Pharmaceutical Companies.

7. Pharmacy Benefit Managers.

- K. If you are owned by any of the above listed entities, indicate if they currently conduct business in Arkansas and if they are performing services for any State Agency.

*Maximum score available = 5 points*

- L. For each of areas listed below, provide the following information about the account management team working on this contract: Name, Title, Location, Experience with the Private and Public Sector, amount of time the team member will be committed to the implementation, and the amount of time committed to this account.

*Maximum score available = 5 points*

1. Account Manager.
2. Compliance Contact.
3. Clinical Contact.
4. Implementation Coordinator.
5. Technical Contact.
6. Accounting Contact.

- M. Do you have a full-time medical director on staff? Where is he/she located? What are his/her roles and responsibilities?

*Maximum score available = 5 points*

- N. What type of ongoing training is provided for your staff?

*Maximum score available = 5 points*

- O. What type of continuing education is required of your staff?

*Maximum score available = 5 points*

- P. Explain the extent of your knowledge of Centers of Excellence for specialty services and procedures.

*Maximum score available = 5 points*

1. Do you have a program in place?

*Maximum score available = 5 points*

- Q. Provide a statement of market differentiation as to why you feel best suited to serve our needs.  
(Should be 750 words or less.)

*Maximum score available = 5 points*

### **3.2 PRODUCTS AND SERVICES**

- A. Provide a detailed description of your organization's Population Health Management (PHM) program and processes, including intake and communication with participants.

*Maximum score available = 5 points*

- B. Describe in detail the individualized medical management software system used by your organization.

*Maximum score available = 5 points*

- C. In Approximately 500 words, describe how your services are distinguished from your competitors.

*Maximum score available = 5 points*

- D. Do your services focus on a specific range of conditions or diagnoses? If so, which ones?

*Maximum score available = 5 points*

- E. Do you have a Claims Analysis/Predictive Modeling or Care Engine to identify potential high risk members?

*Maximum score available = 5 points*

- F. How do you integrate member biometric screening and health risk assessment results into the medical and pharmacy claims data for analysis?

*Maximum score available = 5 points*

- G. How does your system allow for the integration of patient data, either in paper or electronic format into the members claims data for analysis?  
*Maximum score available = 5 points*
- H. How does your system allow for the integration of workers comp claims data into the claims data for analysis and predictive modeling?  
*Maximum score available = 5 points*
- I. How do you provide access to and promote utilization of preventative health care in a timely manner?  
*Maximum score available = 5 points*
- J. What support tools do you utilize to assist your organization?  
*Maximum score available = 5 points*
1. Where do you obtain the information to assist the members?  
*Maximum score available = 5 points*
  2. Describe how Evidence Based Medicine (EBM) is embedded into each decision.  
*Maximum score available = 5 points*
  3. How does EBM differ from other types of information currently available?  
*Maximum score available = 5 points*
  4. How often is this information updated in your system?  
*Maximum score available = 5 points*
  5. Discuss the trends and problems in medical decisions that require a decision support solution.  
*Maximum score available = 5 points*
- K. Provide a description of additional services available by your organization and how they aid in the patient care management decision support process.  
*Maximum score available = 5 points*
- L. Once you have the member's medical information, how long does it take you to render a recommendation as to the appropriate protocols to follow?  
*Maximum score available = 5 points*
- M. Provide a timeline and response(s) to a patient using the following examples (use first contact as zero time):
1. A mother telephones regarding immunization schedule checkups for her infant.  
*Maximum score available = 5 points*
  2. A man phones with questions about an elevated A1C.  
*Maximum score available = 5 points*
  3. A spouse phones regarding her husband's preliminary diagnosis of stage III prostate cancer.  
*Maximum score available = 5 points*
- N. Describe any patient advocacy services provided by your organization.  
*Maximum score available = 5 points*

### **3.3 MEDICAL CARE COORDINATION AND MANAGEMENT**

- A. How do you define Medical Care Coordination and Management?  
*Maximum score available = 5 points*
- B. What roles do Case Management, Disease Management, Utilization Management, Behavioral Health and Health Coaching have in this process?  
*Maximum score available = 5 points*
- C. What components do you utilize to assist in the Care Management process?  
*Maximum score available = 5 points*

- D. Describe your experience with providing Care Management services to active members and their dependents.  
*Maximum score available = 5 points*
- E. Describe your experience with providing Care Management services to Medicare primary members, Medicare secondary members, and their dependents.  
*Maximum score available = 5 points*

### **3.4 CASE MANAGEMENT**

- A. What criteria do you use to identify potential cases for Case Management?  
*Maximum score available = 5 points*
- B. Do you distinguish between large and small Case Management? If so, what are the criteria?  
*Maximum score available = 5 points*
- C. Describe your methodology for developing Case Management programs.  
*Maximum score available = 5 points*
  - 1. Provide an example of a Case Management program.  
*Maximum score available = 5 points*
- D. Provide an explanation of how you measure the effectiveness of your Case Management services as it relates to cost savings and customer satisfaction.  
*Maximum score available = 5 points*
  - 1. Provide any statistics you have regarding your performance in these areas.  
*Maximum score available = 5 points*
- E. Describe methodologies used, and provide an example calculation for measuring cost savings.  
*Maximum score available = 5 points*
- F. In 2013, what percent of your total population was referred to Case Management? If applicable, distinguish between large and small Case Management.  
*Maximum score available = 5 points*
- G. What is your role when working with the patient, family, attending physician and hospital staff?  
*Maximum score available = 5 points*
- H. What are your procedures to identify and assess alternative services and/or treatment protocols?  
*Maximum score available = 5 points*
  - 1. If you identify alternatives to treatment what is your procedure to get those approved?  
*Maximum score available = 5 points*
  - 2. Who do you feel would need to be involved in that process?  
*Maximum score available = 5 points*
- I. How many illnesses or injuries are on your current case management trigger lists?  
*Maximum score available = 5 points*
  - 1. Describe your success in managing such issues.  
*Maximum score available = 5 points*
- J. How do you define severity levels as it relates to the services you provide?  
*Maximum score available = 5 points*
- K. Provide a detailed description of how members are contacted based on the services that member will receive.  
*Maximum score available = 5 points*
- L. Provide a description of how your case managers interact with patients and/or their caregivers in a case setting and describe what role HIPAA will have in the interaction.  
*Maximum score available = 5 points*

- M. Provide a description of how your case managers interact with the physicians and providers in a case setting.  
*Maximum score available = 5 points*
- N. Provide a description of the different physician advisor services that you provide and include a description of how the case manager interacts with the physician advisors.  
*Maximum score available = 5 points*
- O. Describe the processes used for coordinating with physicians and providers.  
*Maximum score available = 5 points*
- P. Describe the processes used for coordinating with the medical and pharmacy claims administrator.  
*Maximum score available = 5 points*
- Q. Based on your past performance, what is the percentage of your cases that are actively managed per month for a group of approximately 142,000 active and dependent members?  
*Maximum score available = 5 points*
- R. Describe the process that case managers follow when assisting members with identifying and obtaining health care resources and alternatives.  
*Maximum score available = 5 points*
- S. Describe your experience with providing Case Management services for Medicare primary members, Medicare secondary members, and their dependents.  
*Maximum score available = 5 points*

### **3.5 DISEASE/CONDITION MANAGEMENT**

- A. What is your definition of a Disease/Condition Management program?  
*Maximum score available = 5 points*
- B. How long have you had the Disease Management program in place?  
*Maximum score available = 5 points*
- C. How many members do you actively manage in your program? How many could you manage?  
*Maximum score available = 5 points*
- D. What is the process for enrolling members in your DM programs?  
*Maximum score available = 5 points*
- E. Describe your processes as it relates to managing members in your DM program.  
*Maximum score available = 5 points*
- F. How many chronic diseases/conditions do you actively manage?  
*Maximum score available = 5 points*
- G. How many chronic conditions are there?  
*Maximum score available = 5 points*
- H. How do you identify members potentially at risk?  
*Maximum score available = 5 points*
- I. Do comorbidities have an impact on the treatment protocols?  
*Maximum score available = 5 points*
- J. What is your experience in managing members with multiple chronic conditions?  
*Maximum score available = 5 points*
- K. Assuming two members have the same condition(s), would your protocols for managing them be the same even if such factors as age, sex and overall health were different?  
*Maximum score available = 5 points*

- L. Provide a description of how you measure the results of your Disease Management program and provide examples.  
*Maximum score available = 5 points*
- M. Do you have a transplant network? If so, provide information on the facilities used and which transplant surgeries they perform.  
*Maximum score available = 5 points*
- N. Describe your protocols for reviewing a transplant request.  
*Maximum score available = 5 points*

### **3.6 UTILIZATION MANAGEMENT**

- A. How do you measure the effectiveness of your Utilization Management program?  
*Maximum score available = 5 points*
- B. What benchmarks do you use to compare your UM program to?  
*Maximum score available = 5 points*
- C. How often do you review member utilization?  
*Maximum score available = 5 points*
- D. How does your system notify you of high utilization among specific members?  
*Maximum score available = 5 points*
- E. How does your review process correlate the members medical diagnosis with the medications used to treat the condition?  
*Maximum score available = 5 points*
- F. What is the process you use to notify the members physician(s) if the member appears to be utilizing multiple physicians of the same specialty to obtain medications in the same therapeutic class?  
*Maximum score available = 5 points*

### **3.7 HEALTH COACHING**

- A. What is your definition of an effective Health Coaching program?  
*Maximum score available = 5 points*
- B. What criteria do you use to qualify a member for the Health Coaching?  
*Maximum score available = 5 points*
- C. What tools do you use to motivate the member?  
*Maximum score available = 5 points*
- D. How does your health coaching program integrate into the other programs listed in this RFP?  
*Maximum score available = 5 points*
- E. Do you work with members that are involved in multiple programs (i.e. Disease Management, Behavioral Management, etc.)?  
*Maximum score available = 5 points*
- F. Of the total members you coach, what percentage actually see improvement? How do you measure it?  
*Maximum score available = 5 points*
- G. Provide examples of how a member has experienced improvement.  
*Maximum score available = 5 points*
- H. Do you provide a 24/7 Nurse Help line?  
*Maximum score available = 5 points*

### **3.8 BEHAVIORAL/MENTAL HEALTH**

- A. Describe your experience with behavioral/mental health care management.  
*Maximum score available = 5 points*



- B. Provide a list or description of your staff accredited in the field of Mental Health?  
*Maximum score available = 5 points*
- C. What criteria do you use in qualifying a member for this program?  
*Maximum score available = 5 points*
- D. At what point do you recognize a member needs placement with a local mental health professional?  
*Maximum score available = 5 points*
- E. How do you assist a member in providing placement with a local mental health professional?  
*Maximum score available = 5 points*
- F. Are Behavioral Health services provided by you directly or through a subcontractor? If through a subcontractor, provide details as to the nature of the relationship between the two organizations, such as ownership, revenue, terms/conditions, or other elements, to fully describe the nature of the corporate connection.  
*Maximum score available = 5 points*

### **3.9 MATERNITY MANAGEMENT**

- A. Describe your Maternity Management Program in approximately 500 words.  
*Maximum score available = 5 points*
- B. Provide the following information from calendar year 2013 book of business regarding your Maternity Management Program:
  - 1. Total number of maternity admissions.  
*Maximum score available = 5 points*
  - 2. Total number of members who received high risk maternity screening.  
*Maximum score available = 5 points*
  - 3. Total number of members who either returned or completed the high risk maternity screening information.  
*Maximum score available = 5 points*
  - 4. Total number of members identified as high risk.  
*Maximum score available = 5 points*
  - 5. Total number of member managed through case management services.  
*Maximum score available = 5 points*
  - 6. For cases managed in "5" above, provide outcome information.  
*Maximum score available = 5 points*
- C. If your maternity program identifies members at risk through other than a screening tool, describe your processes.  
*Maximum score available = 5 points*
- D. Does your program provide maternity education materials to Plan Participants? If so, provide an example of the material. *(Example should be provided in electronic format only as a PDF and be labeled in a manner so as to be able to reference this question.)*  
*Maximum score available = 5 points*

### **3.10 CALL CENTER, MEMBER OUTREACH CAPABILITIES AND ENGAGEMENT**

- A. What are your call center's hours of operation?  
*Maximum score available = 5 points*
- B. Describe the overall structure of your call center (i.e., call center staff, qualifications, training, etc.).  
*Maximum score available = 5 points*
- C. Detail your member outreach protocol specifications.  
*Maximum score available = 5 points*

1. If the phone is utilized, identify the number of calls made per day per person.  
*Maximum score available = 5 points*
2. How many phone calls does your company typically make in one day?  
*Maximum score available = 5 points*
3. What is the average number of calls you receive in one day?  
*Maximum score available = 5 points*
- D. What is your process for accepting after hours telephone calls from Members and Providers?  
*Maximum score available = 5 points*
- E. What if a member can only talk to your staff during the evenings or weekends? Can your staff adapt and make accommodations for this?  
*Maximum score available = 5 points*
- F. Describe in detail your definition of member engagement.  
*Maximum score available = 5 points*
- G. Using your definition of member engagement as outlined above, what is the percentage of the total population you manage do you engage?  
*Maximum score available = 5 points*
- H. Will the members have a dedicated care manager to work with  
*Maximum score available = 5 points*
- I. What is the time frame in which the member will receive a return call?  
*Maximum score available = 5 points*
- J. What if the member's coach is not working due to being sick or on vacation? Would your other team members have access to the member's information and if so would they be able to help them?  
*Maximum score available = 5 points*
- K. Describe your capabilities to provide and utilize video conferencing technologies for case management.  
*Maximum score available = 5 points*
- L. Identify which languages are supported by your staff and which are supported using an independent service. What additional services are available to accommodate special populations such as hearing and visual impaired, and the elderly?  
*Maximum score available = 5 points*
- M. How easily can a member access care management support services through your website?  
*Maximum score available = 5 points*
- N. What type of printed material are you capable of providing to the members? Provide examples.  
*Maximum score available = 5 points*
- O. Including the number of lives you currently manage, describe your ability to integrate EBD's membership into your organization in its current state, if your system has the capabilities to expand as well as how long it would take you to expand (if needed).  
*Maximum score available = 5 points*
  1. With your current system, what is the maximum number of lives you can effectively manage?  
*Maximum score available = 5 points*
  2. If you had to expand, how long would it take and would you have to hire additional call center employees?  
*Maximum score available = 5 points*
  3. Include a description of the entire product and service platform, including: IT expansion requirements, application requirements, telephonic requirements and staffing needs on a per 100,000 lives basis.  
*Maximum score available = 5 points*

- P. Describe your ability to apply predictive modeling and evidenced-based medicine to your outreach programs. How important is it to be able to apply that to your outreach?  
*Maximum score available = 5 points*
- Q. Provide a flow diagram of your certification process from receipt of the initial telephone call, proceeding through all the possible services you provide and ending with the final decision, including appeals. Indicate within the flow diagram the level of staff responsible for each step of the process and the timeframes required between each step of the process.  
*Maximum score available = 5 points*
- R. Describe the time required to implement a specific campaign (such as a new “black box warning” or infection update).  
*Maximum score available = 5 points*
- S. How does your organization provide communication and patient education materials to participants? How often? Would you be willing to customize these materials for the ASE and PSE programs?  
*Maximum score available = 5 points*
- T. Provide a sample of the most recent communications materials.  
*Maximum score available = 5 points*
- U. Describe any other methods you would use to communicate the implementation of this program to medical providers. Provide any examples, including promotional materials, which you have previously done for your clients.  
*Maximum score available = 5 points*

### **3.11 MEMBER ANALYSIS AND RESULTS**

- A. Describe how your program will help control the overall costs of both the ASE and PSE plans.  
*Maximum score available = 5 points*
- B. Provide a detailed description of the financial impact your organization has had on the reduction of unnecessary claims and misdiagnoses with your current clients. Include the methodology you use to calculate the savings.  
*Maximum score available = 5 points*
- C. Detail what, if any, influence your program has had on the following. Provide examples supporting this.
1. Physician visits.  
*Maximum score available = 5 points*
  2. Emergency Room visits.  
*Maximum score available = 5 points*
  3. Drug Utilization and/or the type of drug(s) prescribed for a member's condition.  
*Maximum score available = 5 points*
  4. Hospitalization and/or Re-Hospitalizations.  
*Maximum score available = 5 points*
  5. Surgeries and/or Re-Surgeries.  
*Maximum score available = 5 points*
  6. Hospice care.  
*Maximum score available = 5 points*
- D. Describe in detail how you measure cost savings.  
*Maximum score available = 5 points*
- E. If available, provide an independent evaluation of your services and products.  
*Maximum score available = 5 points*

- F. What is the time between receiving a member's complete clinical information to rendering a review decision? Provide examples supporting this.  
*Maximum score available = 5 points*
- G. Is your organization capable of providing weekly or monthly reports indicating the numbers of requests processed by number of days from receipt of clinical information to the rendering of a certification decision?  
*Maximum score available = 5 points*
- H. What sources of peer review literature does your company utilize to assist you in the review process? Indicate what medical/surgical criteria and/or guidelines you utilize to conduct a review.  
*Maximum score available = 5 points*
- I. If you use internally developed clinical criteria, are they cross-matched to other published medical criteria? If so, what is the frequency of this process?  
*Maximum score available = 5 points*
- J. Are the criteria available to providers? If yes, describe how you make it available.  
*Maximum score available = 5 points*
- K. Describe your process for updating clinical protocols including the frequency of updates.  
*Maximum score available = 5 points*
- L. Describe your protocols for development for new procedures or new technology.  
*Maximum score available = 5 points*
- M. Assuming you have access to this data, does your system prompt the reviewer to take certain steps such as the review of paper claims, participant eligibility, in-network status of provider, etc. before providing a recommendation?  
*Maximum score available = 5 points*
- N. Assuming you are notified do you monitor specific adverse outcomes (i.e., floor bed to ICU; outpatient surgery to inpatient; re-admissions within 30 days)? Provide a description of how adverse outcomes tracked (i.e., by hospital, physician, patient).  
*Maximum score available = 5 points*
- O. Assuming you are notified in a timely manner, do you track sentinel event indicators (i.e., diabetic ketoacidosis, ruptured aortic aneurysms)? If yes, identify which ones.  
*Maximum score available = 5 points*
- P. How do you support a patient with limited benefits or has access to other sources of free or subsidized care?  
*Maximum score available = 5 points*
- Q. Explain how you secure and incorporate a participant's medical records as part of your service.  
*Maximum score available = 5 points*
- R. Describe how your organization personalizes responses to each patient.  
*Maximum score available = 5 points*
- S. Does your company request medical records when adverse outcomes are identified?  
*Maximum score available = 5 points*
- T. If a quality of care issue is identified, how is it handled and reported?  
*Maximum score available = 5 points*
- U. Provide your definition of an experimental/investigational procedure or test and describe your review and/or authorization process.  
*Maximum score available = 5 points*
- V. Provide your definition of a cosmetic procedure and describe your review and/or authorization process.  
*Maximum score available = 5 points*

- W. Describe your understanding of SHARE, including to what extent you believe incorporating this technology may improve the quality of services you can provide to EBD and the overall quality of healthcare provided to our membership.

*Maximum score available = 5 points*

### **3.12 REVIEW PROCESSES AND PROVIDER COORDINATION**

- A. Describe how you collaborate with a participant's current physicians through the care management decision support process.  
*Maximum score available = 5 points*
- B. If it is determined while performing a review that a continued hospital stay is not medically necessary, what is your procedure for notifying the member and/or the provider(s)?  
*Maximum score available = 5 points*
- C. Is there a formal panel of physician specialists to review cases? If yes, how many physicians are on the panel?  
*Maximum score available = 5 points*
- D. What percentage of your physicians are Board Certified?  
*Maximum score available = 5 points*
- E. Describe the processes followed when a planned medical or surgical admission fails to meet the medical necessity criteria used by your medical review staff. At what stage of the review does physician-to-physician communication initiate?  
*Maximum score available = 5 points*
- F. As a component of the review process, approval of the use of out-of-network services, facilities and/or physician/ancillary services may be required. Describe your process of working with providers and the claims administrator to authorize any out-of-network benefits.  
*Maximum score available = 5 points*
- G. Describe in detail the process for identifying and resolving provider quality issues; e.g., inappropriate care requested/rendered and/or a non-licensed provider.  
*Maximum score available = 5 points*
- H. Does your company provide physician profiling reporting? If so, how often are they produced and do you share these reports with the provider?  
*Maximum score available = 5 points*
- I. Provide examples from providers where your intervention had a positive impact on the members care.  
*Maximum score available = 5 points*

### **3.13 VENDOR AND AGENCY INTEGRATION**

With respect to your current book of business, describe how you collaborate with existing vendors to enhance the care management decision support process. Such vendors may include private organizations working with a current client, State and/or Federal agencies and/or self-help groups whose services may or may not conflict with yours.

*Maximum score available = 5 points*

### **3.14 REPORTING**

- A. Provide a list of the standard reports you have available as well as the frequency you provide those reports.  
*Maximum score available = 5 points*
1. Provide examples of all available reports, including initial evaluation, progress, closing, aggregate, monthly, and annual reports.  
*Maximum score available = 5 points*
  2. Describe what activity, utilization and outcome reports you are able to provide. Provide a sample of each.  
*Maximum score available = 5 points*
- B. Provide a description of the process to request ad hoc and customized recurring reports. Include an estimated turnaround time for these types of reports.  
*Maximum score available = 5 points*

C. Also provide examples of these reports:

1. Monthly admit and bed day reports by medical, surgical, obstetrics, psychiatric, and substance abuse treatment.  
*Maximum score available = 5 points*
  2. Monthly admit and bed day reports by Medical Diagnosis Code.  
*Maximum score available = 5 points*
  3. Monthly admit and bed day reports by employee, dependent, gender, and age categories.  
*Maximum score available = 5 points*
  4. Monthly diagnostic testing requests processed by procedure and test.  
*Maximum score available = 5 points*
  5. Monthly reports of total cases and days non-authorized, total appeals, and total cases overturned on appeal.  
*Maximum score available = 5 points*
  6. Monthly case management reports indicating total cases screened, total cases referred to case management.  
*Maximum score available = 5 points*
  7. Monthly telephone statistics including total calls received, total calls abandoned, and average hold time. Reports will be required by telephone line for intake staff and RN staff for utilization management if separate telephone lines are maintained.  
*Maximum score available = 5 points*
  8. Total cases processed by number of days from receipt of complete clinical information for utilization management services.  
*Maximum score available = 5 points*
- D. What benchmark reports can you provide to evaluate cost and utilization patterns and trends?  
*Maximum score available = 5 points*

**3.15 IT, SECURITY & PRIVACY, LEGAL**

- A. Summarize your HIPAA/HITECH internal compliance to maintain a secure environment.  
*Maximum score available = 5 points*
- B. Discuss how you will conduct due diligence to ensure that all subcontractors (if any) are also in compliance with HIPAA and these specifications.  
*Maximum score available = 5 points*
- C. Provide a detailed description of your policy for records and information management addressing storage, transfer, destruction, accuracy and confidentiality.  
*Maximum score available = 5 points*
- D. The use of “the cloud” as commonly defined as a third party location for the purpose of sharing of infrastructure resources, data storage and data manipulation is becoming an issue as related to PHI information and HIPAA/HITECH compliance. Describe if your organization uses “the cloud” for any aspects of business management. If used, identify the “cloud” you are utilizing and provide a detailed description how you validate “cloud” organizations to meet security HIPAA/HITECH regulations.  
*Maximum score available = 5 points*
- E. Describe the methods used for ensuring that information management processes comply with applicable State or Federal laws and regulations and contain protocols for ethical use of records.  
*Maximum score available = 5 points*
- F. Can provider networks be loaded within your system? If a provider is not within a network what is your process for advising the Plan Participant and provider of the out-of-network status?  
*Maximum score available = 5 points*

- G. Will you provide eligibility or service data regarding the organization's participants to any third parties in the course of providing your services?  
*Maximum score available = 5 points*
- H. Provide proof of professional and comprehensive general liability insurance coverage, including stated amounts and limits. Would you be willing to list the EBD as an additional insured?  
*Maximum score available = 5 points*
- I. Does your information management system comply with applicable state or federal laws and regulations and contain protocols for ethical use of records?  
*Maximum score available = 5 points*
- J. Detail your disclosure process to patients as well as how protected information will be disclosed with third parties.  
*Maximum score available = 5 points*
- K. Has your organization ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates and outcomes.  
*Maximum score available = 5 points*
- L. During the past five years, has your organization, related entities, principals or officers ever been a party in any material criminal litigation, whether directly related to this RFP or not? If so, provide details including dates and outcomes.  
*Maximum score available = 5 points*
- M. Provide a detailed description of your emergency operations/disaster recovery plan  
*Maximum score available = 5 points*

**3.16 IMPLEMENTATION**

- A. Detail your implementation steps/processes and identify the time requirements for each.  
*Maximum score available = 5 points*
- B. What support, if any, would you require from EBD during implementation?  
*Maximum score available = 5 points*
- C. What support, if any, would you require from EBD throughout the duration of the contract?  
*Maximum score available = 5 points*



## **SECTION 4 – CRITERIA FOR SELECTION**

### **4.1 GENERAL INFORMATION**

- A. After initial qualification of proposals for mandatory requirements by OSP, technical responses will be evaluated and scored by a committee appointed by the Agency.
- B. Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments **must** be made by the evaluation committee during the assignment of rating points.
- C. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

### **4.2 TECHNICAL PROPOSAL SCORE**

- A. Proposals which meet mandatory requirements will be scored for technical content.
  1. The Raw Score for the Technical Proposals will be established by using the criteria and scoring specified in Section 3.
  2. Each sub-section in Section 3 has been weighted as shown in the following table. The vendor's weighted score for each sub-section will be determined using the following formula:

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

- A = Actual raw score for sub-section
- B = Maximum raw score possible for sub-section
- C = Maximum weighted score possible for sub-section
- D = Weighted score for technical received

3. Weighted scores for sub-sections in Section 3 will be totaled together to determine the overall score for the technical proposal.

<b>Section</b>	<b>B. Maximum Raw Score Possible</b>	<b>Weighted Percentage</b>	<b>C. Maximum Weighted Score Possible*</b>
3.1 Organization General Information	90	5%	30
3.2 Products And Services	105	10%	60
3.3 Medical Care Coordination and Management	25	3%	18
3.4 Case Management	120	15%	90
3.5 Disease/Condition Management	70	10%	60
3.6 Utilization Management	30	10%	60
3.7 Health Coaching	40	5%	30
3.8 Behavioral/Mental Health	30	3%	18
3.9 Maternity Management	45	3%	18
3.10 Call Center, Member Outreach Capabilities and Engagement	135	10%	60
3.11 Member Analysis and Results	140	13%	78
3.12 Review Processes and Provider Coordination	45	3%	18
3.13 Vendor and Agency Integration	5	3%	18
3.14 Reporting	65	3%	18
3.15 IT, Security and Privacy, Legal	65	2%	12
3.16 Implementation	15	2%	12
<b>Totals</b>	<b>1,025</b>	<b>100.0%</b>	<b>600</b>

\*Note: The maximum weighted score for each sub-section was determined using the following formula:



“Total maximum weighted score possible” (600 pts) x “weighted percentage”

For example, the formula used to determine the maximum weighted score possible for sub-section 3.1 is:

$$\text{Example: } 600 \times 5\% = 30$$

#### 4.3 **COST PROPOSAL SCORE**

- A. The maximum amount of cost points will be awarded to the vendor with the lowest Three Year Total Cost as shown on Table 1 of the official price sheet.
- B. The amount of cost points awarded to the remaining vendors will be allocated by using the following formula:

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

- A = Lowest Three Year Total Cost
- B = Second (third, fourth, etc.) Lowest Three Year Total Cost
- C = Maximum Points for Lowest Three Year Total Cost
- D = Number cost points scored

#### 4.4 **GRAND TOTAL SCORE**

After the Technical Proposal and Cost Proposal scoring has been completed, the two scores will be added together to determine the Grand Total Score for each vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. See *Award Criteria*.

	Maximum Points Possible
Technical Proposal	600
Cost Evaluation	400
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

## **SECTION 5 – GENERAL CONTRACTUAL REQUIREMENTS**

### **5.1 PAYMENT AND INVOICE PROVISIONS**

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

Employee Benefits Division  
Attn: Accounts Payable  
PO Box 15610  
Little Rock, AR 72231

- B. Invoices **shall** be provided monthly and in a format acceptable to EBD.
- C. Administrative fees **shall** be paid based on EBD's in-house eligibility system. Fees shall be paid on actual member enrollment during the month billed.
- D. Upon acceptance by EBD, payment **will** be made in accordance with State of Arkansas accounting procedures.
- E. Invoices **shall** reflect the prior month's enrollment. For example: An invoice sent to EBD in June will reflect the member enrollment in May.
- F. The vendor should invoice the agency by an itemized list of charges.
- G. Vendor **must** provide invoices on vendor letterhead with contact name, number, and payment instructions (bank routing number and account number for Direct Deposit) as well as all accompanying information in the format as defined by EBD.
1. Note that any invoice without the correct information will not be paid until this is corrected.
  2. Additionally the vendor **shall be** responsible to ensure the invoice is correct.
- H. Vendor **must** provide separate invoices for ASE and PSE.
- I. The State **shall** not be invoiced in advance of delivery and acceptance of any goods or services.
- J. Purchase Order Number and/or Contract Number should be referenced on each invoice.
- K. Selected vendor **must** be registered to receive payment and future bid notifications. Vendors may register online at <https://www.ark.org/vendor/index.html>

### **5.2 PRIME CONTRACTOR RESPONSIBILITY**

The prime contractor will be responsible for the contract and will be the sole point of contact with regard to services and all requirements as specified in this RFP.

### **5.3 GENERAL INFORMATION**

A. The State of Arkansas may not contract with another party:

1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
2. To indemnify and defend that party for any liability and damages.
3. Upon default, to pay all sums to become due under a contract.
4. To pay damages, legal expenses or other costs and expenses of any party.
5. To continue a contract once the equipment has been repossessed.
6. To conduct litigation in a place other than Pulaski County, Arkansas.

7. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should:

1. Remove any language from its contract which grants to it any remedies other than:

- a. The right to possession.
- b. The right to accrued payments.
- c. The right to expenses of deinstallation.
- d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
- e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

2. Include in its contract that the laws of the State of Arkansas govern the contract.

3. Acknowledge that contracts become effective when awarded by the State Procurement Official.

C. The State of Arkansas may contract with another party:

1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
2. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

#### **5.4 CONDITIONS OF CONTRACT**

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

#### **5.5 STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-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 vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time will the State be responsible for or accept liability for any vendor-owned items.
- B. The vendor'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 vendor; 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. Neither the vendor nor the State **shall** 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 vendor; 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. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor 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.

#### **5.6 LITIGATION**

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

#### **5.7 RECORD RETENTION**

- A. The vendor **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.

#### **5.8 PRICE ESCALATION**

Price increases will be considered at the time of extension if the vendor can prove the increase is necessary and is based on an increase in market price. Increases will not be considered to increase profit or margins. Vendors **must** make the request in writing, and appropriate documentation **must** be supplied to support the request.

#### **5.9 CONFIDENTIALITY**

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

#### **5.10 CONTRACT INTERPRETATION**

In the event of a difference of opinion between EBD and the vendor as to the meaning of any provision in these specifications, EBD may request clarification, but if agreement cannot be reached the decision of EBD **shall** be final and controlling.

#### **5.11 CANCELLATION**

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

**SECTION 5 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE**

*This page **must** be signed and submitted with vendor's Technical Proposal.*

By signature below, Vendor acknowledges, affirms, agrees to and shall fully comply with all requirements as shown in Section 5 of this RFP.

\*Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: Any exceptions taken by the vendor to NON-mandatory items listed in Section 5 **must** be declared below or as an attachment to this page.

## **STANDARD TERMS AND CONDITIONS**

1. **GENERAL:** Any special terms and conditions included in this solicitation override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids **must** be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature **must** be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the vendor to supply additional descriptive material. The vendor guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the vendor takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The vendor hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items will function properly when installed. The vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at vendor's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. 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 vendor.
13. **LENGTH OF CONTRACT:** This solicitation will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** This solicitation will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the 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.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the front of 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.
28. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.